

MITRE

Reply To:
The MITRE Corporation
Subcontracts Office
7515 Colshire Drive
McLean, Virginia 22102

REQUEST FOR PROPOSAL

RFP NO. KM02-001

Note: If additional information is required please contact Karen Myers, Manager, Subcontracts.
Telephone No. (703) 883-5972

Issuance Date
December 3, 2001

Date Proposals Due
January 14, 2002

In support of the Federal Communications Commission (FCC), The MITRE Corporation (MITRE) plans to award a subcontract to conduct an independent experimental program (study and evaluation) to determine the effects on existing FM radio stations of Low Power FM (LPFM) radio stations operating on third-adjacent channels. A Contractor is required to conduct the Field Test (to include conducting an audience listening survey and providing an opportunity for public comment) and economic impact analyses for selected radio markets. In addition, the Contractor is required to analyze the test results, develop a final report, and deliver the final report to MITRE. This Request for Proposal (hereinafter referred to as "RFP" or "solicitation") presents MITRE's requirements for these services as defined in Section 2, Statement of Work.

To remain on the bidder's list for this RFP, Offerors are required to provide a notification email to kamyers@mitre.org no later than 5:00 p.m. EST on December 10, 2001. This email shall include your company name, address, point of contact, telephone number, fax number, and email address to which all further correspondence shall be sent. Late receipt of notification to MITRE may disqualify the offeror and the proposal may be considered non-responsive.

Offerors are requested to submit a Technical Proposal, Business Proposal, and past performance references as defined in Section 5, Proposal Instructions. Past performance references are required to be received by MITRE no later than 1:00 p.m. EST on January 7, 2002. The Technical Proposal and Business Proposal are required to be received no later than 1:00 p.m. EST on January 14, 2002. Late receipt of proposals by MITRE may disqualify the offeror and the proposal may be considered non-responsive. Further details regarding submittal of past performance references and proposals are included in Section 5, Proposal Instructions.

To be considered for award, the offerer must meet the Eligibility, Confidentiality and Conflict of Interest requirements provided in Attachment F, Representations and Certifications of this RFP. Any Offeror that is unable to meet these requirements will be eliminated from consideration.

Offerors are cautioned to read this solicitation in its entirety. Failure to respond to any of the items contained herein could result in your proposal being considered non-responsive.

This solicitation shall not be construed in any manner to create an obligation on the part of MITRE to enter into an agreement with any firm or to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing any proposal, regardless of whether or not your firm is successful in receiving a contract as a result of this solicitation. MITRE reserves the right, as its interests require, to accept or reject any and all proposals, to make multiple awards pursuant to this RFP, and to accept or reject any or all items of a proposal at its discretion.

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Section 1 – EXECUTIVE SUMMARY

1.1 Purpose

The MITRE Corporation (MITRE) plans to award a contract to conduct an independent experimental program (study and evaluation) to determine the effects on existing FM radio stations of Low Power FM (LPFM) radio stations operating on third-adjacent channels. A contractor is required to plan and execute field testing and economic analyses for selected radio markets, analyze the findings, and provide the results to MITRE.

1.2 Corporate Overview

MITRE is an independent, not-for-profit corporation that provides scientific research and development support to the Government.

1.3 General Instructions

It is the intent of MITRE to solicit information that will demonstrate the ability of the Offeror to successfully complete the requirements specified in this RFP and to permit a competitive evaluation of each Offeror's proposal.

An electronic copy of this RFP may be downloaded from www.mitre.org/about/ under the section entitled subcontract information.

1.3.1 Proposal Delivery

Submit an original plus ten (10) copies of your Technical Proposal, Volume I, and an original plus four (4) copies of your Business Proposal, Volume II, on or before 1:00 P.M. EST on January 14, 2002. Proposals received after that date may be considered non-responsive. Each copy of each proposal volume shall be SEPARATELY bound and shall be clearly marked with Volume Number, Volume Title, and Offeror's Name.

Volume I, Technical Proposal, shall contain technical and management information. Volume II, Business Proposal, shall contain price and other business factors information.

Proposals may either be **mailed** or **hand delivered** to:

Ms. Karen Myers
Manager, Subcontracts
The MITRE Corporation
7515 Colshire Drive
Mail Stop N340

McLean, Virginia 22102-3481

1.3.2 Past Performance References

For each company in the Offeror's team, submit past performance information for at least three (3) clients within the last five (5) years to the address listed in Section 1.3.1 no later than 1:00 P.M. EST. January 7, 2002. Each reference shall be no longer than one (1) page and contain the following:

- Client's corporate name, address, point of contact, telephone number, and email address
- Description of products or services provided
- Type and length of contract
- Significant accomplishments
- Problems encountered and resolutions
- Self-evaluation

If in the interest of MITRE, clients may be contacted to discuss the nature of work and the reasons for success or failure.

1.3.3 Proposal Acceptance

MITRE expressly reserves the right to reject any and all proposals, accept any proposal irrespective of price, and pursue whatever alternatives it desires. The Offeror's cost of preparing and submitting its proposal shall be at the Offeror's expense.

1.3.4 Proposal Handling

All proposal information submitted by the Offeror will be considered proprietary and held in the strictest confidence. This information will not be released nor discussed outside of MITRE and will be used only for the purpose of evaluation. No proposals will be returned.

1.3.5 Validity of Proposal Terms

The proposals shall remain valid for 120 days following the closing date for proposal submission.

1.3.6 RFP Questions

All questions concerning this RFP shall be submitted no later than December 10, 2001, by email to Karen Myers at kamyers@mitre.org.

1.3.7 Procurement Schedule

The following represents MITRE's procurement schedule as of the RFP release. The activities and the dates are subject to change at the sole discretion of MITRE.

Activity	Date
Release of RFP	December 3, 2001
RFP Questions from Offeror to MITRE	December 10, 2001
Responses to RFP questions from MITRE	December 17, 2001
Past performance references due	January 7, 2002
Proposals due	January 14, 2002
Competitive range determination	February 7, 2002
Oral Presentations by Offerors	February 12-18, 2002
Request for Best and Final Offer (if appropriate)	February 25, 2002
Best and Final Offers Due	March 11, 2002
Contract Award	April 19, 2002

Section 2 – STATEMENT OF WORK

2.1 Contract Objective

In support of the Federal Communications Commission (FCC), MITRE plans to award a contract to conduct an experimental program to determine the effects on existing FM radio stations of LPFM radio stations operating on third-adjacent channels.

2.2 Introduction

On December 21, 2000, President Clinton signed into law an appropriations bill¹ containing a requirement that the FCC conduct an experimental program to determine whether LPFM radio stations will cause harmful interference to existing FM radio stations operating on third-adjacent channels.

Section 632(b) of the bill states that the “Commission shall select an independent testing entity to conduct field tests in the markets of the stations in the experimental program.”

The statute further requires that the field tests include “an opportunity for the public to comment on interference” and “independent audience listening tests to determine what is objectionable and harmful interference to the average radio listener.”

Section 632(b) also requires the FCC to “conduct such tests in no more than nine FM radio markets, including urban, suburban, and rural markets, by waiving the minimum distance separations for third-adjacent channels for the stations that are subject of the experimental program. At least one of the stations shall be selected for the purpose of evaluating whether minimum distance separations for third-adjacent channels are needed for FM translator stations.”

Finally, the FCC is required to submit a report to Congress on the testing activity results, including analysis, evaluations, and recommendations derived from the completed test components.

MITRE will support the FCC by establishing and monitoring the experimental program. MITRE will also prepare a final report for use by the FCC in reporting to Congress. MITRE has developed high-level test requirements, is managing the acquisition of a contractor to design and implement the program, and will oversee contractor performance.

2.3 Scope

¹ HR 5548, Dept. of Commerce, Justice and State, the Judiciary and Related Agencies Appropriation Law, FY 2001

The Contractor shall perform all tasks necessary to plan and execute the experimental program and evaluation called for herein and to satisfy all other requirements of this RFP. Sections 2.3.1 through 2.3.7 outline high-level tasks that shall be completed by the Contractor.

2.3.1 Program Management

The Contractor shall perform program management activities in order to plan, manage, and conduct the experimental program. The Contractor shall prepare, deliver, and implement a Program Management Plan documenting the complete set of program management activities to plan, execute, control, and document all phases of the project. The Contractor shall provide all administrative, financial, and managerial resources necessary to implement this plan in support of the contract.

As part of its program management efforts, the Contractor shall prepare monthly status reports. In addition, the Contractor shall plan and conduct program review meetings with MITRE in accordance with Section 3.6, Meetings.

2.3.2 Develop Experimental Program Plans

The Contractor shall prepare experimental program plans that provide detailed information on how the Contractor will conduct the experimental program. These experimental program plans shall be subject to MITRE acceptance and shall include the following:

- Field Test Plan that includes site selection methodology, broadcast test scenarios, field test measurements, an opportunity for the public to comment on interference, and an independent audience listening test to determine what is objectionable and harmful interference to the average radio listener.
- Test Procedures Plan that includes the detailed test procedures for collecting measurements.
- Economic Analysis Plan that includes analyses of the impact on incumbent FM radio broadcasters, in general, and minority and small market broadcasters, in particular.

The Contractor shall allow two (2) weeks for MITRE review and one (1) week for Contractor revisions.

2.3.2.1 Develop Field Test Plan

The Contractor shall prepare a detailed Field Test Plan that it will execute in selected markets to determine whether LPFM radio stations will cause harmful interference to existing FM radio stations if such LPFM stations are not subject to the minimum distance separations for third-adjacent channels. The Contractor shall conduct the Field Test in no more than nine FM radio markets, including urban, suburban, and rural markets, by waiving the minimum distance separations for third-adjacent channels for the stations that are the subject of the experimental program. The Contractor shall also select at least one of the markets for the purpose of

evaluating whether minimum distance separations for third-adjacent channels are needed for FM translator stations. Definitions of urban, suburban, and rural markets are included in Attachment A of this RFP. The Field Test shall include opportunities for the public to comment on interference and independent audience listening tests to determine what is objectionable and harmful interference to the average radio listener.

The Field Test Plan shall define the following:

- Selected radio markets and FM stations, including:
 - Site selection methodology and rationale for selecting each market and FM station
 - Description of how the selection satisfies the site selection requirements in Attachment A
 - Description of how the selection will facilitate satisfying the experimental program requirements
- Approach for establishing broadcast test scenarios to determine under which conditions objectionable or harmful interference is found.
- Methodology for collecting measurements for each broadcast test scenario during the field tests.
- Equipment to be used during execution of the Field Test, including the independent audience listening tests.
- Resources needed to collect measurements for each broadcast test scenario, including personnel.
- Methodology and procedures for facilitating, collecting, and synthesizing comments from the general public for the broadcast test scenarios.
- Test design, methodology, metrics, and procedures for conducting the independent audience listening tests for each broadcast test scenario to determine what is objectionable and harmful interference to the average radio listener.

The Field Test Plan shall be subject to acceptance by MITRE and shall satisfy the test requirements outlined in Attachment A of this RFP.

2.3.2.2 Develop Test Procedures Plan

The Contractor shall prepare a Test Procedures Plan that outlines detailed procedures for collecting measurements during the execution of the Field Test.

The Test Procedures Plan shall be subject to acceptance by MITRE and shall satisfy the test requirements outlined in Attachment A of this RFP.

2.3.2.3 Develop Economic Analysis Plan

The Contractor shall prepare a detailed Economic Analysis Plan that it will execute to perform economic and other impact analyses of the effect(s) on incumbent FM radio stations of retaining,

modifying, or eliminating minimum distance separations for LPFM radio stations operating on third-adjacent channels.

The Contractor shall determine the economic and other impacts of LPFM radio stations on incumbent radio broadcasters, in general, and minority and small market broadcasters, in particular.

The Economic Analysis Plan shall be subject to acceptance by MITRE and shall satisfy the requirements outlined in Attachment B of this RFP.

2.3.3 Demonstration of Equipment and Procedures

Prior to field testing, the Contractor shall demonstrate the potential mechanisms of LPFM interference using the equipment identified in the Field Test Plan. The Contractor shall also demonstrate to MITRE the portions of the test procedures that are reasonable in the controlled facility. The purpose of this demonstration is for MITRE to issue final acceptance on all equipment and procedures to be used in the field tests.

The Field Test Plan and the Test Procedures Plan will be conditionally accepted by MITRE prior to this demonstration. This demonstration shall be conducted at the Contractor's facility two (2) weeks prior to the initiation of the field tests. MITRE will give final acceptance to all equipment and procedures within one (1) week after the demonstration. Any subsequent deviation from equipment or procedures shall be proposed in writing and for acceptance by MITRE.

Specifically, this demonstration shall consist of, but not be limited to, the following activities:

- Demonstration of the transmitter facility
 - Mechanism by which antenna parameters will be varied
 - Mechanism by which LPFM program content will be varied
- Discussion of the on-site procedure for discerning a specific LPFM transmit location
- Demonstration of the FM receivers to be used, along with a discussion of their equipment "class", from the perspective of the economic analysis
- Demonstration of the audio recording equipment that will be used, specifically targeting the audio quality that is reproduced by the selected mechanism
- Demonstration of interference mechanisms on field test equipment
 - Couple the LPFM transmitter output from 3 FM channels away, into the field equipment, through the use of appropriate attenuation and cabling in the laboratory environment (One demonstration per receiver)
 - Increase the LPFM power coupled into the received chain until audio distortion is detected, beginning at a point where no LPFM interference is detectable

- Discuss the interference mechanism that is most likely being observed (e.g. reciprocal mixing, receiver front-end compression, insufficient out-of-band rejection)
- Discuss preliminary predictions based on the demonstrated interference, about the range ratios from LPFM / full power FM that are likely to manifest themselves in the field.

Similarly, the following activities shall be included in the demonstration and discussion of procedures:

- Measurement procedures to document LPFM interference power level
- Audience listening tests methodology, including at a minimum, the presentation of:
 - Data collection instrument(s)
 - Data collection procedures
 - Documentation of event
- Any aspect of the detailed procedures requested by MITRE in advance of this meeting that is reasonable to demonstrate in a controlled facility

2.3.4 Field Testing Demonstration

The purpose of this demonstration is to ensure that the accepted procedures documented in the Test Procedures Plan are followed appropriately in the field environment.

At the location of the first test, the Contractor shall demonstrate the detailed procedures documented in the Test Procedures Plan. MITRE reserves the right to witness all Field Test events at any and all sites.

The Contractor shall demonstrate each item of the detailed procedures to ensure compliance with the accepted procedures. Since the testing methods are at the discretion of the Contractor, the Contractor shall, at a minimum, demonstrate the following:

- Placement of LPFM antenna
- Adjustment of LPFM antenna height
- Placement of incumbent FM receivers
- Measurement of received LPFM power in the desired full power FM channel
- Execution of parameter variation as identified in the Test Procedures Plan
- Recording of incumbent FM program content
- Appropriate documentation of material
- Mechanism for public comment on testing

2.3.5 Conduct Tests

The Contractor shall execute the Field Test Plan, the Test Procedures Plan, and Economic Analysis Plan in accordance with the requirements stated in this RFP.

2.3.5.1 Conduct Field Test

The Contractor shall execute the Test Procedures Plan in conjunction with the Field Test Plan at the selected sites in accordance with the requirements stated in Attachment A of this RFP. Following execution, the Contractor shall document the results of each field test and analyze the data in order to develop conclusions and recommendations at both a market level and an aggregate level. The Contractor shall make high quality recordings of all incumbent FM stations.

2.3.5.2 Conduct Economic Analyses

The Contractor shall execute the Economic Analysis Plan in accordance with the requirements stated in this RFP. The analyses shall assess the effects on existing FM stations of retaining, modifying, or eliminating minimum distance separations for LPFM radio stations operating on third-adjacent channels. Following data collection, the Contractor shall analyze the data, evaluate the results, and develop conclusions and recommendations.

2.3.6 Interface with MITRE

The Contractor shall interface with MITRE during project planning and execution. MITRE will provide oversight of the demonstrations, field tests, independent audience listening tests, and the economic analyses. During regular scheduled status meetings, MITRE will be involved in reviewing the Contractor's progress. The Contractor shall provide advance notification of time and place for demonstrations and tests so that MITRE can arrange to be in attendance.

Prior to execution, MITRE will observe the demonstrations. During execution of the field tests, the Contractor shall provide space and resources for two persons to facilitate the monitoring of the tests by staff from MITRE. MITRE will monitor the testing activities to insure that tests are conducted according to the Field Test Plan. MITRE will verify the following:

- All test equipment is calibrated properly
- LPFM stations and FM radio receivers are positioned according to guidelines
- Transmit power, frequency, and antenna height are set correctly
- Measurements of the desired and interfering signals are collected properly
- Independent audience listening tests are conducted according to the Field Test Plan and the requirements specified in Attachment A of this RFP
- All results are documented and recorded for further analyses

2.3.7 Prepare Reports

2.3.7.1 Prepare Interference Report

After the completion of the field tests and the independent audience listening tests, the Contractor shall prepare an Interference Report to document the interference observed for each broadcast test scenario. The Interference Report shall be subject to review and acceptance by MITRE.

2.3.7.2 Prepare LPFM Reports

After completion of the field tests and economic analyses, the Contractor shall document all findings and prepare a Preliminary LPFM Report. The Preliminary LPFM Report shall be subject to review and acceptance by MITRE.

The Contractor shall prepare the Final LPFM Report. The Final LPFM Report shall be subject to review and acceptance by MITRE.

The Contractor shall allow two (2) weeks for MITRE review and one (1) week for Contractor revisions.

2.4 Contract Data Requirements List (CDRL)

2.4.1 LPFM Test Findings Reports

2.4.1.1 Interference Report

The Contractor, after completion of the field tests and the independent audience listening tests, shall deliver, in accordance with Section 3.5, a report indicating the level of objectionable interference observed for each broadcast test scenario. These results shall be used in the economic analysis. The Interference Report shall contain the following:

- List of broadcast test scenarios and corresponding test parameters and conditions
- Field conditions for each broadcast test scenario
 - Electrical measurements
 - Physical measurements with regard to equipment location
 - Test equipment settings
- Audience listening test results for each broadcast test scenario (raw data)
- Public comments

2.4.1.2 Preliminary LPFM Report

The Contractor shall deliver, in accordance with Section 3.5, a Preliminary LPFM Report detailing the findings of the Field Test and Economic Analysis. MITRE will review the report and provide feedback. The report shall include the following:

- Experimental program approach, including procedures.
- Analysis of the experimental program (field tests and economic analysis) including the public comments received by the Contractor. This includes the raw data.
- Evaluation of the results to determine the impact of the modification or elimination of minimum distance separations for third-adjacent channels on:
 - Listening audiences
 - Incumbent FM radio broadcasters, in general, and minority and small market broadcasters, in particular, including an analysis of the economic impact on such broadcasters
 - Stations that provide a reading service for the blind
 - FM radio translator stations
 - Public at large
- Contractor's recommendation to reduce or eliminate the minimum distance separations for third-adjacent channels, and any associated risk.
- Other information and recommendations, including possible additional analyses and next steps, that the Contractor considers important.

2.4.1.3 Final LPFM Report

The Contractor shall deliver, in accordance with Section 3.5, the Final LPFM Report containing the items detailed in section 2.4.1.2, Preliminary LPFM Report. The Final LPFM Report shall address MITRE's comments on the Preliminary LPFM Report.

2.4.2 Program Management Reports

The Contractor shall deliver, in accordance with Section 3.5, the Program Management Plan and Monthly Status Reports.

2.4.2.1 Program Management Plan

The Program Management Plan shall include, but not be limited to, the following:

- Scope of work
- Work breakdown structure, including milestones
- Staffing plan
- Resources, including equipment, and facilities
- Risk assessment and management
- Communications plan, including escalation procedures

2.4.2.2 Monthly Status Reports

The Monthly Status Reports shall include, but not be limited to, the following:

- Summary of work performed during the month

- Analysis of current schedule variance
- Summary of upcoming activities (in the next month)
- Summary of changes in staff during the month
- Summary of problems encountered and corrective action taken during the month
- Tentative results obtained during the month and cumulatively

2.4.3 Experimental Program Plans

The Contractor shall deliver, in accordance with Section 3.5, a Field Test Plan, a Test Procedures Plan, and an Economic Analysis Plan.

2.4.3.1 Field Test Plan

The Field Test Plan shall include, but not be limited to, the following:

- An outline of the Field Test Plan
- A detailed description of how the Contractor has structured the problem
- Locations that will be used for the Field Test, including the rationale for selecting each location and how the selection satisfies the site selection requirements and facilitates satisfying the experimental program requirements
- Metrics to be collected during the field tests
- Broadcast test scenarios to be used during field tests to support independent audience listening tests
- Equipment needed to execute the field tests including justification for use with respect to both potential interference mechanisms and the Economic Analysis Plan
- Methodology for collecting measurements for each broadcast test scenario during the field tests
- Methodology and procedures for facilitating, collecting, and synthesizing comments from the public
- Methodology for designing independent audience listening groups, establishing listening scenarios, and convening and interviewing participants using a structured data collection instrument
- Specifications, metrics, and suggested venue to conduct independent audience listening tests
- Resources, including staff, to conduct the Field Test, including public comment activities and independent audience listening tests
- A complete description of how the approaches described within the Field Test Plan will be implemented
- Risks and limitations associated with the identified approach

2.4.3.2 Test Procedures Plan

The Test Procedures Plan shall provide a script for executing the field tests, including measurement methods, wiring diagrams, and switch and knob settings. The plan shall additionally script required human activity required to perform tests. All LPFM transmitter utilization and placement shall meet all current FCC regulatory guidelines, except those related to minimum separations for third adjacent channel.

This plan shall define a script for the execution of the field test for the following activities:

- Placement of the LPFM antenna
- Adjustment of LPFM antenna height
- Placement of incumbent FM receivers
- Measurement of received LPFM power in the desired full power FM channel
- Method of parameter variation
- Recording of incumbent FM program content
- Method of documentation of events and material
- Mechanism for public comment on testing

2.4.3.3 Economic Analysis Plan

The Economic Analysis Plan shall include, but not be limited to, the following information:

- An outline of the Economic Analysis Plan
- A detailed description of how the Contractor structured the problem
- A description of how the approaches described within the Economic Analysis Plan will be implemented
- Specifications and metrics to obtain data regarding the economic impact of LPFM
- Risks and limitations associated with the identified approach

2.4.4 High Quality Recordings and Documentation

The Contractor shall provide high-quality recordings of all broadcast test scenarios. The term “high quality” is intended to convey that any recording mechanism used to reproduce the FM audio from the field testing should not be a noticeable source of audio degradation. This is meant to ensure that MITRE has a very good record of the FM audio conditions created during field testing.

The Contractor shall document and provide MITRE with the parameters and conditions that make up each broadcast test scenario. All recordings and associated documentation shall be delivered to MITRE in accordance with Section 3.5 of this RFP within 10 business days of production.

2.5 Milestones

The following milestones will be used by MITRE to manage the contract.

<u>Milestone</u>	<u>Date</u>
Kick-off meeting	Within 10 days after contract award
Program Management Plan due	15 days after contract award
Field Test Plan due	30 days after contract award
Economic Analysis Plan due	30 days after contract award
Test Procedures Report due	30 days after contract award
Demonstration of equipment and procedures	Proposed by Contractor
Field Testing Demonstration	Proposed by Contractor
Field Test started	Proposed by Contractor
Field Test completed	Proposed by Contractor
Economic Analysis started	Proposed by Contractor
Economic Analysis completed	Proposed by Contractor
Interference Report due	Proposed by Contractor
Preliminary test report due	Not later than December 15, 2002
Final test report due	Not later than January 17, 2003

SECTION 3 – CONTRACT ADMINISTRATION

3.1 Term

The services called for under this Agreement shall commence on ____ and continue through _____. This Agreement may be extended only by the written agreement of the parties.

3.2 Contract Type and Consideration

This is a Firm Fixed Price (FFP) Agreement. As full compensation for all supplies, services and work performed in connection with this Firm Fixed Price (FFP) type Agreement, MITRE shall pay the Contractor a firm fixed price of \$_____ for work completed and accepted (including travel costs). This amount shall be the maximum liability of MITRE to the Contractor and may only be increased with MITRE's prior written agreement. The funding amount currently available under this Agreement is \$_____ for the period of _____. MITRE's total financial obligation to Contractor shall not exceed the funding amount unless or until such time that the funding amount is increased by MITRE's written agreement.

3.3 Invoicing Instructions and Payment

The Contractor shall invoice the amount specified upon completion of the milestones in Table 3.1:

Table 3.1 Milestone Payment Schedule

Deliverable	Total Firm Fixed Price
Acceptance of Experimental Program Plans	Price Proposed by Contractor
Successful completion of demonstrations	Price Proposed by Contractor
Acceptance of Interference Report	Price Proposed by Contractor
Acceptance of Final LPFM Report	Price Proposed by Contractor

All invoices shall be submitted in duplicate to the attention of the Contracting Officer at:

Karen Myers
 Manager, Subcontracts
 The MITRE Corporation
 7515 Colshire Drive
 McLean, VA 22102-7508

Payments will be made by Electronic Funds Transfer (EFT) to the Contractors's account at:

Bank Name

Bank Address

American Bankers Association (ABA) Identifier:

Account No.:

Or payments will be sent to:

Attn:

Company Name

Address

3.4 Key Personnel

The personnel who are listed below are considered key personnel essential to the work being performed hereunder. Prior to removing, replacing or diverting any of the specified individuals, the Contractor shall submit, fifteen (15) days in advance, justification, including proposed substitution(s), in sufficient detail to permit evaluation of the impact on this Contract. No removals, replacements or diversions of key personnel shall be made without the written consent of MITRE unless the Contractor no longer employs such person.

Program Manager

Engineering Lead

Field Test Execution Task Leader

Independent Audience Listening tests Task Leader

Economic Analysis Task Leader

3.5 Deliverables

The reports, documents, and high quality tapes specified in Section 2.4 of the Statement of Work are due to MITRE in accordance with Section 2.5, Milestones. All reports and documents shall be delivered to the MITRE Technical Manager specified in Section 3.7.

3.6 Meetings

Within 10 days of contract award, MITRE will host a kick-off meeting. In addition, the Contractor shall plan, host, and conduct Program Review Meetings every two (2) weeks. At the MITRE Technical Manager's discretion, MITRE staff will attend in person, via VTC, or via teleconference. The Contractor shall be prepared to host MITRE representatives in person at these meetings. Meetings are designed to review the status of each technical area and discuss any

problems or issues related to the statement of work, performance, and general operational issues. The key personnel and additional Contractor's staff as required shall attend.

The Contractor shall host the demonstrations described in Sections 2.3.3 and 2.3.4 of this RFP.

3.7 Notices/Points of Contact

All technical matters shall be directed to the attention of the MITRE Technical Manager at:

Attention: Jim Chadwick
The MITRE Corporation
7515 Colshire Drive
Mail Stop N514
McLean, VA 22102
Phone: 703-883-7010
E-mail: chadwick@mitre.org

Except as stated elsewhere in this Agreement, all correspondence and other communications from the Contractor to MITRE shall be addressed to:

Attention: Karen Myers
The MITRE Corporation
7515 Colshire Drive
Mail Stop N340
McLean, Virginia 22102
Phone: (703) 883-5972
E-mail: kamyers@mitre.org

All communications from MITRE to the Contractor shall be addressed to:

Attention:
Insert company name and address
Phone:
E-mail:

3.8 Order of Precedence

The Subcontract shall consist of the following documents. In the event of an inconsistency, the inconsistency shall be resolved in accordance with the following order of precedence:

- (1) Subcontract Agreement Conditions
- (2) Terms and Conditions – Section 3

- (3) Prime Contract Clauses – Attachment D
- (4) Statement of Work – Section 2
- (5) Field Test Requirements – Attachment A
- (6) Economic Analysis Requirements – Attachment B
- (7) Proposal Dated _____ (Technical and Business Volumes)
- (8) Representations and Certifications – Attachment F

SECTION 4 - TERMS AND CONDITIONS

4.1 Applicable Law

This Contract will be governed by the laws of the Commonwealth of Virginia without regard to Virginia conflicts of laws rules.

4.2 Assignment

It is agreed that any resulting contract shall not be assigned without the prior written approval of MITRE.

4.3 Audit

MITRE expects the Contractor to maintain a complete audit trail of all financial and non-financial transactions. MITRE reserves the right to audit the Contractor and any subcontractors or suppliers for the accuracy of charges and invoices. MITRE, at its discretion, may choose to use its internal audit staff or an outside independent audit firm to perform these audits. Contractor will provide MITRE with reasonable access to its documents, facilities, personnel and subcontractors for the purpose of performing such audits.

4.4 Changes to Contract

MITRE reserves the right at any time, by a written change order issued by MITRE's Contracting Officer to make changes to this Agreement that do not alter its basic purpose. Any and all such changes will be implemented by Contractor and incorporated at the earliest convenience. Contractor and MITRE will assert any claim for an equitable cost adjustment arising from an additive or deductive change within thirty (30) days from the date of the change. Contractor will not be entitled to an equitable adjustment unless it submits its claim within the 30-day period. Adjustments in costs shall be upon the agreement of the parties and incorporated into the Agreement. During pendency of any claim for cost adjustment, Contractor shall proceed with work. If Contractor believes that any oral or written instruction issued by any MITRE representative (or any representative of a professional or consultant retained by MITRE) constitutes a change to this Agreement, it shall promptly notify MITRE's Subcontracts Manager and seek guidance before proceeding with that work. Contractor will not be entitled to an

equitable adjustment for any work that constitutes a change unless it follows this notice requirement, and is instructed by MITRE's Subcontracts Manager to proceed with the work.

4.5 Compliance with OMB Circular A-133 (to be used for non profits and universities)

- A. Award of this Subcontract requires Contractor's (Subrecipient) acceptance of, and compliance with the provisions of Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Learning and Other Non-Profit Institutions."
- B. By Signature of this Subcontract, Contractor (Subrecipient) certifies that it is in compliance with the requirements of OMB Circular A-133, and that contractor has an internal control structure to provide reasonable assurance that it is managing Federal awards in compliance with applicable laws, regulations and subcontract terms, and that it safeguards Federal funds.
- C. Contractor (Subrecipient) agrees to permit independent auditors to have access to records and financial statements as necessary for Customer to comply with Circular A-133.
- D. Contractor (Subrecipient) shall furnish Customer a copy of its audit reports in satisfaction of OMB Circular A-133 within 13 months of the end of each Contractor fiscal year that has a period of activity within the term of this Subcontract.

4.6 Confidential Information

During the course of performing this Agreement, Contractor may be given access to information which relates to MITRE's business activities, products, services, technical knowledge, and sponsors all of which are collectively considered Confidential Information. Contractor may use this Confidential Information only for the purpose of providing services to MITRE in accordance with this Agreement. Contractor shall not, at any time, use the Confidential Information in any other fashion, form, or manner; provided that "Confidential Information" does not include any information that the Contractor can demonstrate (a) is or becomes publicly known through no fault of the Contractor; (b) is known by the Contractor when disclosed by MITRE if the Contractor does not then have a duty to maintain its confidentiality; or (c) is rightfully obtained by the Contractor from a third party not obligated to preserve its confidentiality who did not receive the material or information directly or indirectly from MITRE. Contractor shall protect the confidentiality of the Confidential Information in at least the same manner that it protects the confidentiality of its own proprietary and confidential information, and in any event shall take all reasonable measures to prevent improper disclosure of the Confidential Information or any portion thereof. At MITRE's discretion, the Contractor may be required to enter into a separate Non-Disclosure Agreement for the protection of MITRE's Confidential Information.

4.7 Conflict of Interest

The Contractor warrants that there is no conflict of interest with the activities to be performed hereunder and the Contractor's other activities and Contractor shall advise MITRE if a conflict of interest arises in the future. In the event a conflict of interest is possible or the appearance of a conflict, Contractor shall notify MITRE prior to initiation and MITRE shall make a determination as to whether a conflict of interest exists.

4.8 Disputes

Good-Faith Negotiations. If any dispute arises under this agreement that is not settled promptly in the ordinary course of business, the parties shall seek to resolve any such dispute between them, first, by negotiation promptly with each other in good faith in face-to-face negotiations. The parties' obligations thereunder shall continue as required thereunder during the pendency of any dispute and arbitration.

If the dispute cannot be resolved between the parties specified above, then it will be escalated to the Subcontracts office at MITRE. If the dispute cannot be resolved at that level, then the parties agree that the matter shall be settled by final and binding arbitration under the United States Arbitration Act (Title 9, U.S. Code). Such arbitration will be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except as herein otherwise provided. A panel of three arbitrators will be selected, one arbitrator to be selected by MITRE, one arbitrator to be selected by the Contractor and the third arbitrator to be selected by the American Arbitration Association. Unless the parties agree otherwise prior to appointment of the arbitration panel, the arbitration will take place in Fairfax County, Virginia. The decision of the arbitration panel with respect to the dispute for which it has been appointed, shall be final and binding on both parties, and judgment upon any award rendered by the panel may be obtained in any court of competent jurisdiction. Each party shall bear its own costs of the arbitration, and the costs of the arbitration panel shall be borne equally by the parties.

4.9 Equal Employment Opportunity

The Contractor shall comply with all federal, state, and local Equal Opportunity and Non-Discrimination laws, rules, and regulations.

4.10 Force Majeure

‘Force Majeure’ as used herein shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockage, public riot, lightening, fire, flood, explosion, failure to timely receive necessary government approvals, government restraint, unavailability of equipment, and any other cause, whether of the specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension. If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, such party shall give to the other party prompt written notice of the Force Majeure with reasonably full particulars covering it; thereupon, the obligations of the party giving notice, so far as they were affected by Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The party experiencing the Force Majeure shall use all possible diligence to remove and have the duty to overcome the effect of the Force Majeure as quickly as possible.

4.11 Gratuities

The contract may be immediately terminated, after reasonable notice and warning, if Contractor, its officers, agents, employees or any of its representatives are found to have extended or received a gratuity of any form to any officer or employee of MITRE.

4.12 Indemnification

Under this contract, the Contractor agrees to indemnify MITRE, its officers, agents, and employees and hold them, and each of them, forever harmless from and against all claims, costs, damages, expenses, and liabilities of any nature or kind arising out of or in any way connected with the negligent performance, acts or omissions associated with the services thereunder, or the use of MITRE’s premises by the Contractor, its officers, agents, employees, subcontractors, business invitees or guests, resulting in injury to persons (including death) or loss of or damage to property, provided, however, the Contractor shall not be responsible hereunder for claims, expenses, losses, or liability that are caused by the negligent acts or omissions of MITRE, its officers, agents, employees.

4.13 Insurance Requirements

- A. Worker’s Compensation and Employer’s Liability – The Contractor shall comply with applicable Federal and State worker’s compensation and occupational disease statutes, which shall be covered under the employer’s liability section of the insurance policy. Employer’s liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker’s compensation to be written by private carriers.

- B. General Liability – The Contractor shall secure bodily injury liability insurance coverage written on the comprehensive form of policy of no less than \$1,000,000 per occurrence.
- C. Automobile Liability – The Contractor shall secure automobile liability insurance written on the comprehensive form of policy. The policy shall provide injury and property damage liability covering the operation of all automobiles operating in the United States and shall provide coverage of at least \$200,000 per person and \$1,000,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- D. The amount of liability coverage on the preceding and other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

4.14 Inventions, Patents, Trademarks, and Copyrights

- A. The Contractor hereby assigns to Customer the entire right, title and interest for the entire world in and to all work performed, writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s), and other invention(s) made, conceived or reduced to practice or authored by Contractor or Contractor's employees, either solely or jointly with others, during performance under this Agreement or with the use of information, materials or facilities furnished by the Customer or developed by the Contractor, under this Agreement or any extensions or renewals thereof.
- B. The Contractor shall promptly disclose to Customer all work(s), writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s), and other invention(s) made, conceived or reduced to practice or authored by Contractor or Contractor's employees as set forth in "A" above.
- C. The Contractor shall sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of Customer, any and all documentation and to perform such acts as may be necessary, useful or convenient for the purpose of securing to Customer or its nominees, patent, trademark, or copyright protection throughout the world upon all such work(s), writing(s), formula(s), design(s), model(s) and other invention(s), title to which Customer may acquire in accordance with the provisions of this Clause.
- D. The Contractor certifies it has acquired or shall acquire for each of its employees the necessary rights to all such work(s), writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design(s), invention(s) made by such employees within the scope of their employment by the Contractor in performing services under this Agreement. The Contractor shall obtain the cooperation of each such employee to secure to Customer or its nominees the rights to all such work(s), writing(s), formula(s),

design(s), model(s), drawing(s), photograph(s), design(s), invention(s) as Customer may acquire in accordance with the provisions of this Clause.

4.15 Limitation on Payments to Influence Certain Federal Transactions

It is prohibited for a contractor to use appropriated funds to pay any person to influence the awarding of any Federal Action which includes a Federal Contract or an extension of any Federal Contract. Any violation of the above shall be considered a breach of the contract, grounds for termination, and be subject to Civil Penalties.

4.16 No Waiver of Conditions

Failure of MITRE to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or waiver of any other default of Contractor.

4.17 Personnel Requirements

Removal from Service

The Contractor agrees that MITRE has the right to request, and upon request, with or without cause, that the Contractor shall remove from service any Contractor personnel who, in the opinion of MITRE, may be guilty of improper conduct or is not qualified to perform the assigned work. The Contractor shall immediately replace any of the Contractor personnel so removed if directed to do so with personnel of equal or greater qualifications.

4.18 Policies and Procedures

All Contractor's employees, without exemption, shall conform to all MITRE Policies and Procedures pertaining to ethics, conduct, safety, standards of conduct policies, perimeter control, and security procedures. This includes clean air (no smoking in any of the buildings), drug free workplace (no use of illegal drugs or consumption of alcoholic beverages while at MITRE and/or its environment). MITRE reserves the right to deny access to its buildings to any Contractor employee found in violation of any MITRE Policies and Procedures.

4.19 Relationship of the Parties

The relationship of the parties is such that the Contractor is an independent Contractor. The relationship of the parties shall not be deemed to be any other relationship including, but not limited to, partnership, joint employers, joint venture, or principal and agent. Contractor

personnel, whether performing services on-site at MITRE's premises or off-site at Contractor's premises, shall be considered at all times employees of Contractor and not employees of MITRE.

4.20 Release of Information

News releases and media contacts including photographs and films, public announcements or other forms of publicity concerning any part of this Agreement or use of the name of MITRE or, The MITRE Corporation will not be made without the prior approval of MITRE.

Prior to release of any information concerning the details, results, or conclusions made during the performance of this Agreement, the Contractor shall submit to the Contracting Officer, for review and approval, at least 60 days prior to the Contractor's expected release date, two copies of the full text material to be published or distributed. This provision also applies to any Subcontractors or Consultants providing technical assistance under this Agreement.

4.21 Safety and Security Regulations

Contractor's employees shall comply with all applicable U.S. Government and Customer security regulation. Contractor's employees shall not remove any classified material or Customer proprietary information from Customer or Government facilities. The Contractor's employees shall not disclose classified information to unauthorized persons, either on or off the premises of Customer. The Contractor's employees shall comply with all applicable safety regulations.

4.22 Termination

Termination for Convenience

MITRE may terminate this Agreement, in whole or in part, at any time, in its sole discretion and without default on the part of the Contractor, when MITRE determines that it is in MITRE's best interest to do so. In such event, MITRE shall terminate this Agreement for convenience by giving Contractor written notice of the termination. Unless the termination notice specifies another date, the termination shall become effective upon Contractor's receipt of the notice. Contractor shall stop work on the effective date of the termination. To the extent directed by MITRE, Contractor shall transfer title to and deliver to MITRE any completed or partially completed supplies, materials, plans, drawings, reports, analyses, information, contract rights, or other items specifically produced or acquired for purposes of this Agreement. MITRE shall pay Contractor for all services rendered up to the actual date of termination.

If the Agreement is terminated for convenience, MITRE shall have no obligation to make any payments to Contractor, for any reason, other than the payments expressly described above. Without limiting the generality of this principle, MITRE shall have no obligation to pay any

compensation that would have been payable under the Agreement had it not been terminated, or any Contractor liabilities to subcontractors arising out of the termination.

Termination for Default

MITRE may terminate this Agreement for default, in whole or in part, subject to the cure provisions set forth below, if Contractor fails to: (1) maintain the standard of performance required by the Agreement; (2) provide adequate staff to perform the Services required by the Agreement; or (3) comply with any covenants, specifications, conditions, procedures, or other requirements of this Agreement. In such event, MITRE shall have the right in its sole discretion to terminate this Agreement for default by giving Contractor written notice of the termination, which will become effective upon Contractor's receipt of the notice. Contractor shall stop work on the effective date of the termination. To the extent directed by MITRE, Contractor shall transfer title to and deliver to MITRE any completed or partially completed supplies, materials, plans, drawings, reports, analyses, information, contract rights, or other items specifically produced or acquired for purposes of this Agreement, and title to such items will automatically vest in MITRE, upon notice from MITRE, to the extent MITRE does not already hold title.

Prior to terminating the Agreement for default, MITRE shall send Contractor a written notice specifying the Contractor's performance failure. MITRE may terminate for default if the Contractor does not cure the failure within 30 days (or any longer period authorized in writing by MITRE).

If this Agreement is terminated for default by MITRE, MITRE shall have available to it all rights, remedies, and damages available to it at law or otherwise under this Agreement.

If the Agreement is terminated for default, MITRE shall have no obligation to make any payments to Contractor except through the date of termination, for any reason pursuant to this Agreement or otherwise. Contractor shall have no further claims against MITRE. Without limiting the generality of this principle, MITRE shall have no obligation to pay any compensation that would have been payable under the Agreement had it not been terminated, or any Contractor liabilities to subcontractors arising out of the termination. Contractor shall be liable for actual damages incurred by MITRE as a result of Contractor's default.

If, after termination, it is finally determined, pursuant to the disputes resolution procedure applicable to this Agreement, that Contractor was not in default, the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience as of the date of the termination for default notice.

4.23 Warranties

Services

Notwithstanding inspection and acceptance by MITRE or any provision concerning the conclusive thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracts Office shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by MITRE. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that MITRE does not require correction or reperformance.

If the Contractor is required to correct or reperform, it shall be at no cost to MITRE, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the MITRE Contracts Office may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to MITRE thereby, or make an equitable adjustment in the contract price.

If MITRE does not require correction or reperformance, MITRE's Contracts Office shall make an equitable adjustment in the contract price.

4.24 Prime Contract Clauses

The prime contract clauses included in Attachment D are incorporated by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at <http://www.arnet.gov/far/>. Reference to the Government shall mean MITRE, reference to the Contractor shall mean Contractor, and reference to contract shall mean this Agreement.

Section 5 – EVALUATION CRITERIA AND PROPOSAL PREPARATION INSTRUCTIONS

This Section provides the Offeror with a description of the Evaluation Criteria (5.1), Technical Proposal Preparation Instructions (5.2), and Business Proposal Preparation Instructions (5.3).

In conducting the evaluation of proposals, MITRE reserves the right to utilize all information available at the time of the evaluation. Any proposal failing to address all of the elements of these instructions, the Statement of Work (SOW), and this RFP may be considered non-compliant.

MITRE will award this contract to the Offeror that represents the best overall value to MITRE based upon MITRE's overall assessment of the proposals.

5.1 Evaluation Criteria

The technical proposal will be evaluated based on technical and management factors described in Sections 5.1.1 and 5.1.2.

5.1.1 Technical Factors

5.1.1.1 Technical Approach

The Offeror's technical approach:

- Provides a realistic schedule for meeting or advancing the Final LPFM Report delivery date and for meeting all program requirements.
- Ensures the early or on-time completion of the field tests, opportunity for public comment, independent audience listening test, and economic analyses with minimum risk to MITRE.
- Ensures an early or on-time acceptance of the all deliverables, including the Final LPFM Report, with minimum risk to MITRE.
- Provides confidence that the Offeror will meet program requirements.
- Addresses the needs and challenges of conducting FM field measurements, obtaining public comments, conducting audience listening tests, and conducting economic analyses.
- Addresses the relationships between the field tests, opportunity for public comments, audience listening tests, and economic analyses.
- Facilitates the identification and mitigation of potential risks and demonstrates appropriate change control and quality assurance.

5.1.1.2 Field Test Plan

The Offeror demonstrates an understanding of FM interference mechanisms and measurement principles, audience listening test design, and the requirements as evidenced by:

- Approach for conducting FM radio interference measurements
- Methodology and approach for conducting independent audience listening tests
- Approach for obtaining public comments

The Offeror demonstrates an understanding of the requirements as evidenced by the selection of test locations. The Field Test Plan provides confidence that the program will result in a supportable recommendation for retention, modification, or elimination of third-adjacent channel requirements.

5.1.1.3 Test Equipment

The Offeror demonstrates an understanding of field interference measurements as well as the requirements as evidenced by the proposed test equipment, including LPFM transmitting equipment, commercial FM receiving equipment, recording equipment, and other test equipment. The Offeror demonstrates an understanding of the economic analysis requirements as evidenced by the selection of receivers.

5.1.1.4 Economic Analysis Design

The Offeror demonstrates an understanding of conducting economic and other impact analyses in meeting the requirements of this RFP as evidenced by the economic analysis approach. The Offeror effectively demonstrates how the field measurements and audience listening tests results will be inputs to the economic analysis. The Economic Analysis Design provides confidence that the program will result in a supportable recommendation for retention, modification, or elimination of current third-adjacent channel rules.

5.1.1.5 Final LPFM Report

The Offeror demonstrates an understanding of the requirements as evidenced by the proposed content of the Final LPFM Report to MITRE.

5.1.2 Management Factors

5.1.2.1 Past Experience and Performance

The Offeror's past experience and performance demonstrate the ability to plan and conduct FM radio interference field tests, audience listening tests, and economic analyses; to meet schedule requirements; to manage costs; to effectively communicate; and to develop and maintain a successful business relationship.

5.1.2.2 Key Personnel

The Offeror demonstrates that the qualifications and capabilities of key personnel support the program to plan and conduct FM radio interference field tests, audience listening tests, and economic analyses. The Offeror demonstrates that the identified personnel are ideal for this program by linking their qualifications and capabilities to the program requirements and activities.

5.1.2.3 Management Organization

The Offeror demonstrates the management capability, approach, and resources to successfully conduct FM radio interference tests, audience listening tests, and economic analyses in up to nine different locations. The staff management approach provides confidence that all members of the Offeror's team will provide seamless support in meeting the requirements of this RFP. The escalation procedures ensure effective issue identification and resolution.

5.1.3 Business Criteria

The business proposal shall consist of the price proposal and other business factors. The business proposal will not be assigned quantitative scores, but will instead be analyzed as described in the following sections.

5.1.3.1 Price Proposal

The Offeror's proposed prices will be analyzed to assess realism, reasonableness, the price to MITRE, and to determine the Offeror's understanding of the requirements.

5.1.3.2 Other Business Factors

Other business factors will be analyzed to determine the Offeror's business capability to perform. Information in the proposal, as well as information from other sources will be considered. Other business factors include, but are not limited to:

- Acceptance of agreement provisions—The Offeror's acceptance of agreement provisions as included in the RFP and any advantages or disadvantages to MITRE associated with proposed changes to agreement provisions will be evaluated.
- Financial condition and capability—The Offeror's current financial status and other business information will be evaluated to determine if the Offeror has the fiscal capacity, capability, and financial references required to successfully perform this agreement.

5.2 Technical Proposal Preparation Instructions (Volume I)

The Offeror shall provide a Technical Proposal that presents a plan for efficiently and effectively accomplishing all work described in the Statement of Work (SOW). The Technical Proposal shall only address the requirements for performance of the agreement and shall not contain any cost or pricing data. The period of performance shall not exceed nine (9) months.

Text shall be at least one-and-one-half spaced, typewritten, on 8 _ x 11 inch paper, with a minimum one inch margin all around. Text on resumes may be single-spaced. Print shall be of a minimum 12-point font size or a maximum 10 characters per inch (10-pitch, pica) spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Resumes and graphic presentations, including tables, while not subject to the same restrictions, shall utilize spacing and text that is easily readable.

The Technical Proposal shall contain a Table of Contents and List of Tables and Figures. The Table of Contents and List of Tables and Figures are index aids and will not count against page limitations. They shall not contain any material intended for evaluation as they will not be evaluated.

Pages shall be consecutively numbered. The following page limitations apply to the Technical Proposal:

- Technical approach, final report, management organization—25 pages
- Field test plan, including test equipment—50 pages
- Economic analysis design—10 pages
- Key personnel—1 page per resume

5.2.1 Technical Approach

The offeror shall provide a technical approach to ensure the on time, on budget, and according to requirements completion of the Field Test, including public comments and independent audience listening tests; economic analyses; and deliverables in accordance with requirements. This approach shall include the following:

- Detailed schedule, including milestones listed in Section 2 of this RFP. For each task include proposed start and end dates and proposed staff.
- Explanation of the interdependencies between the field tests, opportunity for public comment, independent audience listening tests, and economic analyses, including how the results will be used to evaluate the need for retention, modification, or elimination of current third-adjacent channel rules.
- Risk analysis and management approach, including identified risks and mitigation strategies.
- Change control approach
- Quality assurance approach

5.2.2 Field Test Plan

The Offeror shall provide:

- Proposed test locations, including selection rationale and how test locations support program requirements
- Test approach detailing the experimental design and top-level procedures to be used to obtain field test measurements in accordance with the requirements, including potential broadcast test scenarios
 - Detailed functional block diagrams for each test including the location of test equipment within the experimental set up
 - Explanation of the expected mechanisms for interference coupling in the field and how the choice of receiver equipment will highlight or obscure such mechanisms
- Independent audience listening test methodology and approach including, but not limited to:
 - Sample universe and design
 - Data collection instrument
 - Data collection procedures and logistics
 - Data analyses, including outline of Interference Report
- Approach for obtaining public comments

5.2.3 Test Equipment

The offeror shall provide a list of equipment to be used during the field tests and independent audience listening tests, including, but not limited to, transmitters, receivers, recording equipment, and measurement equipment. Document how each item will be used to fulfill the requirements and provide a rationale for the choice of equipment with respect to, but not limited to, the following parameters:

- Cost
- RF sensitivity
- Tuner accuracy
- Discriminator/IF selectivity
- Audio response
- Local oscillator phase noise
- Out-of-band rejection specifications for commercial FM receivers

Discuss the selection of "typical" receivers and the relationship between the proposed receivers and the economic analyses.

5.2.4 Economic Analysis Design

The Offeror shall provide an economic analysis approach detailing the design and process to analyze the findings of the field tests and the independent audience listening tests. The Offeror shall explain how the findings from these tests will be used for economic analyses of the impact of LPFM radio stations on incumbent radio broadcasters, and in particular on minority and small market broadcasters. The Offeror shall address the approach to conduct economic and other impact analyses of the projected effect on incumbent radio stations within the selected test location markets as well as projections for the FM radio market as a whole.

5.2.5 Final LPFM Report

The offeror shall provide an outline and description of the Final LPFM Report to MITRE detailing, at a minimum, the following:

- Experimental program approach, including procedures
- Analysis of the experimental program (field tests and economic analysis) including the public comments received by the Contractor and raw data
- Evaluation of the results to determine the impact of the modification or elimination of minimum distance separations for third-adjacent channels on:
 - Listening audiences
 - Incumbent FM radio broadcasters in general, and on minority and small market broadcasters in particular, including an analysis of the economic impact on such broadcasters
 - Stations that provide a reading service for the blind to the public
 - FM radio translator stations
 - The public at large
- The Contractor's recommendation (including rationale) for retention, reduction, or elimination of the minimum distance separations for third-adjacent channels and any associated risk
- Other information and recommendations, including possible additional analyses and next steps, the Contractor considers important

5.2.6 Past Experience and Performance

For each company on the Offeror's team, the Offeror shall provide past performance information for at least three (3) clients within the last five (5) years no later than 1:00pm EST on January 7, 2002. Each reference shall be no longer than one (1) page and contain the following:

- Client's corporate name, address, point of contact, telephone number, and email address
- Description of products or services provided
- Type and length of contract
- Significant accomplishments
- Problems encountered and resolutions
- Self-evaluation

5.2.7 Key Personnel

The offeror shall provide resumes for each person that will fill the positions listed in Section 3.4, Key Personnel, and for any additional persons the Offeror wishes to designate as key personnel.

5.2.8 Management Organization

The offeror shall provide a staff management approach, including project organization chart, and a communication plan, including escalation procedures. The Offeror shall describe the relationship among all members of the contracting team and the approach for maintaining seamless support in order to satisfy the requirements of this RFP.

5.3 Business Proposal Preparation Instructions (Volume II)

The Offeror shall provide a Business Proposal that consists of a price proposal and other business factors section as described in Sections 5.3.1 through 5.3.3. The Business Proposal does not have a page limitation.

5.3.1 Price Proposal General Instructions

Price proposals will be analyzed and evaluated as set forth in the evaluation section of this RFP. To ensure that MITRE is able to perform a fair assessment of each Offeror's proposal, the price proposal shall include a section entitled "Explanation of Pricing" that explains in detail its basis of estimate and any deviations, exceptions, or conditional assumptions made in the development of the proposal.

The Business Proposal volume shall be strictly limited to price information and supporting documentation plus business and financial information as specifically requested by MITRE.

Text shall be at least one-and-one-half spaced, typewritten, on 8 _ x 11 inch paper, with a minimum one inch margin all around. Print shall be of a minimum 12-point font size or a maximum 10 characters per inch (10-pitch, pica) spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables shall utilize spacing and text that is easily readable. The Business Proposal shall contain a Table of Contents and List of Tables and Figures

The following general instructions and assumptions shall be used for the development of the price proposal:

- Period of performance shall not exceed nine (9) months
- All pricing data shall remain valid for a period of 120 days from the date of submittal
- Prices shall be submitted on a Firm Fixed Price (FFP) basis

5.3.2 Price Proposal Table

The Offeror shall complete all highlighted blocks on the Pricing Table included in Attachment C with your proposed fixed prices for the work required by this agreement. Attachment C contains two (2) worksheets, Main Pricing Table and Back-Up Tables.

5.3.3 Other Business Factors

The Other Business Factors section of this business proposal shall include information that will be considered and used in evaluating the Offeror's proposal. At a minimum, provide, for each company of the Offeror's team, the following information:

- Dun and Bradstreet (D&B)—Provide D&B number and current rating.
- Officers and Principals—Identify all Officers and Principals for your company and parent company, if applicable.
- Federal Tax Identification—Provide your Federal Tax Identification number and identify your state of incorporation.
- Exceptions to RFP—Identify in writing, any clarifications or exceptions to the requirements and contractual terms and conditions of the RFP.
- Representations and Certifications—Include a completed copy of the enclosed representations and certifications as part of your proposal as provided in Attachment D.
- Negotiations—Provide the names, titles, addresses, telephone numbers, and email addresses of those person(s) authorized to negotiate for and bind your company.
- Remittance Address—State the name and address to which payment shall be mailed and electronic payment transfer information, if available.
- Annual report for the past two (2) years.
- Small Business Subcontracting Plan—Include a completed copy of Attachment G, Small Business Subcontracting Plan, as part of your proposal.

Attachment A – Field Test Requirements

A.1 Introduction

In 1999 the Federal Communications Commission proposed to establish rules authorizing the operation of new, LPFM radio stations. These new radio stations may provide a low-cost means of serving urban communities and neighborhoods, as well as populations living in smaller rural towns and communities. LPFM stations may be subject to certain technical rules currently applied to other classes of radio service. These rules include specific geographic spacing requirements to ensure that new LPFM stations do not cause interference to existing full power FM radio stations that are cochannel or operate on first, second, or third-adjacent channels with respect to any LPFM station.

On January 20, 2000, the FCC authorized the licensing of new classes of FM radio stations known as low-power FM stations. As a result, on December 21, 2000, President Clinton signed into law an appropriations bill containing a requirement that the FCC conduct an experimental program to determine whether LPFM radio stations will cause harmful interference to existing FM radio stations operating on third-adjacent channels. The following FCC documents provide background information on LPFM radio stations as well as guidance to be considered in conducting an interference study:

- “Creation of a Low Power Radio Service. Notice of Proposed Rule Making, FCC 99-6”
- “Creation of Low Power Radio Service. Report and Order, FCC 00-19”
- “Creation of a Low Power Radio Service. Second Report and Order, FCC 01-100”

The two types of the proposed LPFM stations that need to be tested are:

- LP100 type stations with maximum power of 100 watts
- LP10 type stations with a maximum power of 10 watts

Both station types have a maximum antenna height above average terrain (HAAT) of 30 meters. The Field Test shall consist of the following:

- Establishment of broadcast test scenarios to be used for field testing, opportunity for public comment, and independent audience listening tests. Results for each broadcast test scenario shall be input to the economic analysis.
- Field tests of different broadcast test scenarios to record field measurements.
- High-quality recordings and documentation of all broadcast test scenarios.
- Opportunity for the public to comment on interference from each broadcast test scenario.
- Independent audience listening tests, for each broadcast test scenario, to determine what is objectionable and harmful interference to the average radio listener of the full power FM station.

In total, the Field Test shall evaluate the impact of modification or elimination of minimum distance separations for third-adjacent channels on:

- Listening audiences
- Incumbent FM radio broadcasters, in general, and on minority and small market broadcasters, in particular
- Stations that provide a reading service for the blind to the public
- FM radio translator stations

A.2 Obtaining Field Measurements

The purpose of the Field Test is to make field measurements for each broadcast test scenario, which in conjunction with the listener survey will serve to identify any conditions under which harmful interference to incumbent full power FM (FPFM) stations may result from modifying or waiving third-adjacent-channel distance separation requirements when granting licenses to LPFM stations. The Field Test shall quantify the magnitude and conditions for harmful interference for the purpose of supporting a recommendation to retain, modify, or waive third adjacent channel minimum distance separation requirements on the basis of the results of the independent audience listening tests and economic impact analyses.

A.2.1 Test Locations

The purpose of this section is to give guidance on site selection for field testing. The following paragraphs define representative characteristics for LPFM transmitter sites from two different perspectives:

- The relationship between the LPFM transmitter site and the service contours of the incumbent FPFM station, and hence the received signal level at the potentially affected receiver
- The character of the geographical area surrounding the LPFM site and the population distribution, which will be categorized as “urban”, “suburban”, or “rural”

The primary service area of the full power FM station is an area defined by the FCC’s F(50,50) protected service contour for a corresponding class of the full power FM station. The secondary service area of the full power FM station is an area located beyond the protected contour of the FPFM station, but within the 10 μ V/m contour.

An “urban” area is defined as one that has a moderate to high density of buildings of 6 stories or greater, and where multipath is a prominent source of signal distortion.

A “suburban” area is one characterized by a moderate to high density of 1-2 story residence dwellings, and where interference could affect relatively large numbers of listeners and hence have a more pronounced impact on the FPFM station’s revenues.

A “rural” area is one characterized by a low density of dwellings. However, a rural area may contain Interstate Highways that can have a significant density of automobile traffic that could be listening to a full power FM station.

A particular test location of the LPFM station and radio receivers shall be chosen in such a way that several test samples are taken in urban, suburban, and rural areas located inside the primary and secondary service area of the incumbent FPFM station. The service outside of the protected contour is not protected from interference caused by other stations, but the results of the interference study are important for the economic analysis. Therefore all the test data collected outside of the protected contour of the full power FM station shall be distinguished from the data collected inside the protected contour.

At least one of the station sites shall be selected for the purpose of evaluating whether minimum distance separations for third-adjacent channels are needed for FM translator stations. The locations shall be selected in such a way that different types of terrain are represented. The test sites shall be chosen on the basis of the specified required minimum distance separation from the full power FM station. Test locations shall be selected from the list found in Table A-1. No more than nine (9) sites shall be selected for field testing. The set of sites selected shall adequately represent each of the following three kinds of program content: unprocessed music, highly processed music, and news/talk.

Table A-1. List of Eligible LPFM Test Locations

FCC Record ID	City	ST	Chnl	LAT-- (N)	LONG-- (W)
BNPL20000830AA	EAST BETHEL	MN	219	45-19-07	093-13-51
BNPL20000605AH	BRICELAND	CA	259	40-09-20	123-53-30
BNPL20000605AM	CALEXICO	CA	238	32-40-42	115-29-23
BNPL20000605AG	CARMEL	CA	235	36-33-21	121-54-33
BNPL20000602AI	CORONA	CA	288	33-51-02	117-29-56
BNPL20000605AF	ELK GROVE	CA	289	38-26-54	121-20-09
BNPL20000605AK	HEMET	CA	245	33-45-23	116-56-41
BNPL20000608AF	NEEDLES	CA	269	34-49-14	114-36-43
BNPL20000608AC	OAKHURST	CA	263	37-18-29	119-37-15
BNPL20000602AF	POINT ARENA	CA	287	38-54-41	123-41-37
BNPL20000605AC	REEDLEY	CA	284	36-38-31	119-28-31
BNPL20000605AL	UKIAH	CA	280	39-09-15	123-12-24
BNPL20000608AF	SPRINGVILLE	CA	252	36-17-14	118-50-17
BNPL20000605AG	SHASTA LAKE	CA	231	40-40-49	122-22-08
BNPL20000602AH	SALINAS	CA	242	36-41-18	121-33-18
BNPL20000605AK	WINTERS	CA	276	38-31-18	121-58-10
BNPL20000608AB	SAN MIGUEL	CA	254	35-45-11	120-41-58
BNPL20000605AE	CLEARLAKE	CA	230	38-57-13	122-38-32
BNPL20000531AA	CAMBRIA	CA	300	35-32-57	121-04-30
BNPL20000608AC	VICTORVILLE	CA	300	34-52-00	117-04-54
BNPL20000605AE	SUMMERLAND	CA	281	34-25-29	119-32-55
BNPL20000602AE	LAGRANGE	CA	263	37-39-45	120-27-15
BNPL20000606AA	EL DORADO	CA	248	38-39-27	120-56-18
BNPL20000831AD	GUILFORD	CT	251	41-16-58	072-40-49
BNPL20000608AF	MORENO VALLE	CA	297	33-54-38	117-05-39
BNPL20000531AC	BENICIA	CA	262	38-06-18	122-05-11
BNPL20000605AJ	BAKERSFIELD	CA	265	35-21-08	119-01-19
BNPL20000901AEL	AVON	CT	298	41-46-49	072-52-35
BNPL20000901AGF	TORRINGTON	CT	253	41-49-18	073-04-36
BNPL20000901AHA	UNCASVILLE	CT	246	41-28-05	072-06-00
BNPL20000606ABG	BRUNSWICK	ME	247	43-53-42	069-59-52
BNPL20000901AHI	OWATONNA	MN	292	44-06-28	093-12-42
BNPL20000828ACU	ROUND LAKE	MN	296	43-32-25	095-28-05
BNPL20000830ACE	STILLWATER	MN	284	45-03-36	092-48-50
BNPL20000830AAB	CANDIA	NH	269	43-03-41	071-16-50
BNPL20000901AEJ	DOVER	NH	278	43-11-42	070-52-30
BNPL20000901AEK	PORTSMOUTH	NH	268	43-04-33	070-45-37
BNPL20000830AAS	FALLON	NV	241	39-28-04	118-46-24
BNPL20000608ACM	WESTERLY	RI	296	41-21-16	071-46-12

A.2.2 Radio Program Content

The program content of both the full power FM radio station and the test LPFM station shall consist of unprocessed music, processed music, and news/talk. (“Processed music” is defined as music that has been altered using volume compression and/or other techniques to raise the average modulation percentage of the transmitted signal.) The Contractor shall transmit each of these three types of program content (at different times) from the LPFM station while conducting field test measurements, independent audience listening tests, and high quality recordings that will be

used for future analyses. For example, a test LPFM station might broadcast processed music for two hours followed by two hours of news/talk on a third-adjacent channel to a full power FM station that broadcasts unprocessed music, processed music, or news/talk. The Contractor shall ensure that as many as possible of the nine potential pairings of program content types (e.g., unprocessed music on LPFM vs. news/talk on FPFM) are tested at each of the selected receiver-station locations, to the extent permitted by the FPFM station's program content. During the course of the field tests, all nine of the possible LPFM/FPFM program content type combinations shall be tested.

A.2.3 LPFM Signals Under Consideration

The Field Test Plan shall consider the LPFM signals designated in Table A-2 as potential interfering signals.

Table A-2. Potential Interfering Signals to be Considered

Transmitter Type	Maximum Transmitter Power
LP10	10 Watts
LP100	100 Watts

A.2.4 Potential Incumbent Signals

The Field Test Plan and Test Procedures Plan shall ensure that each of the categories of maximum transmitter ERP (100, 50, 25 and 6kW) are tested at least once during the course of the field tests. Stations with an ERP of 100 or 50 kW should be chosen with a HAAT as close to the maximum value for the station class as possible. Stations with an ERP of 25 or 6kW should be chosen with a HAAT substantially less than the maximum value for the station class. See Table A-3.

Table A-3. FPFM Transmitter Types

Station Class	Maximum ERP (kW)	Maximum HAAT in meters (feet)	Frequency Separation
A	6	100 (328)	Third-adjacent channel
B1	25	100 (328)	
B	50	150 (492)	
C3	25	100 (328)	
C2	50	150 (492)	
C1	100	299 (981)	
C0	100	450 (1476)	
C	100	600 (1968)	
D	85	Not Applicable	
FM Translator			Third-adjacent channel (with respect to the Translator)

The Field Test Plan shall ensure that potential LPFM interference to Radio Reading Services for the Blind (transmitted on FPFM station) shall be tested for at least one case.

The signal quality metric that shall be used in the evaluation process is “objectionable and harmful interference” as interpreted by impartial members of the independent audience listening tests.

A.2.5 Audio Receiver Equipment

During testing, the Contractor shall use receiver equipment that is considered to be “typical.” Typical receiver equipment includes, but is not necessarily limited to, high-end home electronics, personal stereo, car stereo radio, portable stereos, portable monophonic radios, and specialized subcarrier receiver equipment. Further parametric justification shall be supplied as to the nature of the chosen equipment with respect to, but not limited to, the following parameters:

- Cost
- RF sensitivity
- Tuner accuracy
- Discriminator/IF selectivity
- Audio response
- Local oscillator phase noise
- Out-of-band rejection for commercial FM receivers

A varied sample of test radios is important since FM receivers differ widely in their ability to reject interference. The distribution of radios by receiver category shall be determined. The

contractor shall indicate economic strategy utilized with regard to equipment selection and whether impact will be assessed based on the proportion of radios by type, the total time various types of radios are used by listeners of the full power FM stations selected, some appropriately weighted combination of these, or some other metric.

A.2.6 Broadcast Test Scenarios

Radio receiver performance varies widely with input signal levels. Testing radio receivers for susceptibility to interference requires repeating the procedures with a wide range of desired signal input levels and interference input levels.

The Contractor shall establish broadcast test scenarios by parametrically varying the following parameters:

- Antenna height up to 30 meters HAAT
- Transmit power, up to 10W for LP10 and up to 100W for LP100
- Distance between the LPFM transmitter and the receiver potentially affected by interference
- Transmitter antenna placement
- Transmitter antenna polarization
- Full Power FM station program content
 - Unprocessed music
 - Processed music
 - News/Talk

The contractor shall justify the amount of attention given per-site to analysis of each of the above parameters.

The measurements shall be performed for each broadcast test scenario at different locations within the coverage area of a particular full power FM station (or a translator station). The location of the test receiver shall be varied, in distance increments not to exceed ten miles, from a point on the FPFM station's F(50,50) contour to a point less than five miles from the FPFM station. The allowable region for blanketing interference shall not be considered during the measurements.

A.2.7 Specific LPFM Transmission Guidelines

The test facilities for LP100 stations shall emit a maximum of 100 watts ERP at 30 meters antenna HAAT. An LP100 station with a HAAT that exceeds 30 meters shall not use an ERP greater than that which produces a 60 dBu contour at 5.6 kilometers. An ERP less than one watt shall not be used in the test. No facility shall be operated in excess of one watt ERP at 450 meters or greater HAAT. LP100 stations shall operate with at least 50 watts ERP at 30 meters

HAAT or the equivalent necessary to produce a 60 dBu contour that extends at least 4.7 kilometers.

The test facilities for LP10 stations shall emit a maximum of 10 watts ERP at 30 meters HAAT. An LP10 station with a HAAT that exceeds 30 meters shall not be used with an ERP greater than that which would produce a 60 dBu contour at 3.2 kilometers. An ERP less than one watt shall not be used. No facility shall be operated in excess of one watt ERP at 100 meters HAAT.

A.2.8 Field Test

In conducting the field tests, a portable LPFM transmitter facility (both LP100 and LP10 for each test location) shall be established using commercially available LPFM equipment. A test signal shall be transmitted 600 kHz away from the center frequency of the desired full power FM station or FM translator station. Tests shall be performed using horizontally, vertically, circularly, and elliptically polarized LPFM antennas. Different combinations of the LPFM transmitter antenna height and output power level shall be used in the tests.

For each broadcast test scenario, measurements shall be recorded first in the absence of the LPFM signal in order to determine the power level of the full power FM radio station. Measurements shall then be recorded with an LPFM interference signal present. Prospective sites where the incumbent FPFM station cannot be reliably received shall not be considered.

A number of selected radio receivers shall be available at the same location. Independent audio listening tests shall be performed and may occur in conjunction with the field measurements. High quality recordings of the FPFM station broadcasting, with and without the LPFM station broadcasting, shall be taken for further evaluation. The LPFM received power shall be measured and recorded at various locations within the operational area of the FPFM station, from the outer boundary of the FPFM station coverage to a position within a few miles from the FPFM station antenna at specified increments.

All FCC regulations pertaining to minimum distance separation in the establishment of an LPFM transmit site shall be followed during field testing, except those regarding third-adjacent channels, which will be waived for these experiments. The required minimum distance separations are specified for LP100 and LP10 with respect to different classes of FM stations for cochannel, first-adjacent-channel, and second-adjacent-channel operation (Section 73.807 of Title 47 of the U.S. Code of Federal Regulations).

Minimum separation requirements for LP100 and LP10 stations are listed in Tables A-4, A-5, A-6, and A-7. An LPFM station will not be authorized unless these separations are met. Minimum distances for cochannel and first-adjacent-channel operation are separated into two columns. The left-hand column lists the required minimum separation to protect other stations. The right-hand column lists (for informational purposes only) the minimum distance necessary

for the LPFM station to receive no interference from other stations assumed to be operating at the maximum number of permitted facilities for the station class. For second- and third-adjacent channels and IF channels, the required minimum distance separation is sufficient to preclude the reception of interference from other stations.

A physical test location of an LP100 station shall meet the minimum distance separations in the following table with respect to an authorized FM station. LP100 stations are not required to protect LP10 stations.

The IF channel minimum separation distance in the rightmost column of each table from A-4 through A-7 shall be applied to the stations that are exactly 10.6 MHz or 10.8 MHz away (i.e., separated by 53 or 54 channels) from the desired station's frequency producing counterfeit signals falling on the receiver's intermediate frequency.

Table A-4. Minimum Distance Separation for LP100 from Other FM Stations

Station Class Protected by LP100	Cochannel Minimum Separation (km)		First-adjacent Channel Minimum Separation (km)		Second/Third Adjacent Channel Minimum Separation (km)	IF Channel Minimum Separation (km)
	Required	For No Interference Received	Required	For No Interference Received	Required	Required

LP100	24	24	14	14	None	None
D	24	24	13	13	6	3
A	67	92	56	56	29	6
B1	87	119	74	74	46	9
B	112	143	97	97	67	12
C3	78	119	67	67	40	9
C2	91	143	80	84	53	12
C1	111	178	100	111	73	20
C0	122	193	111	130	84	22
C	130	203	120	142	93	28

A physical test location of a LP10 station shall meet the minimum distance separations in the following table with respect to authorized FM stations.

Table A-5. Minimum Distance Separation for LP10 from Other FM Stations

Station Class Protected by LP10	Cochannel Minimum Separation (km)		First-adjacent Channel Minimum Separation (km)		Second/Third Adjacent Channel Minimum Separation (km)	IF Channel Minimum Separation (km)
	Required	For No Interference Received	Required	For No Interference Received	Required	Required
LP100	16	22	10	11	None	None
LP10	13	13	8	8	None	None
D	16	21	10	11	6	2
A	59	90	53	53	29	5
B1	77	117	70	70	45	8
B	99	141	91	91	66	11
C3	69	117	64	64	39	8
C2	82	141	77	81	52	11
C1	103	175	97	108	73	18
C0	114	190	99	127	84	21
C	122	201	116	140	92	26

LPFM stations shall meet the minimum separation requirements in Tables A-6 and A-7 with respect to authorized FM translator stations.

Table A-6. Minimum Distance Separation for LP100 from FM Translator

Distance to FM Translator 60 dBu Contour	Cochannel Minimum Separation (km)		First-adjacent Channel Minimum Separation (km)		Second/Third Adjacent Channel Minimum Separation (km)	IF Channel Minimum Separation (km)
	Required	For No Interference Received	Required	For No Interference Received	Required	Required
13.3 km or greater	39	67	28	35	21	5
Greater than 7.3 km, but less than 13.3 km	32	51	21	26	14	5
Less than 7.3 km	26	30	15	16	8	5

Table A-7. Minimum Distance Separation for LP10 from FM Translator

Distance to FM Translator 60 dBu Contour	Cochannel Minimum Separation (km)		First-adjacent Channel Minimum Separation (km)		Second/Third Adjacent Channel Minimum Separation (km)	IF Channel Minimum Separation (km)
	Required	For No Interference Received	Required	For No Interference Received	Required	Required
13.3 km or greater	30	65	25	33	20	3
Greater than 7.3 km, but less than 13.3 km	24	49	18	23	14	3
Less than 7.3 km	18	28	12	14	8	3

The Contractor shall determine whether any terrain-based signal prediction software tools can be used to determine the optimal location of LPFM stations and receivers for testing. The effect of terrain and multipath fading shall be taken into consideration while conducting field tests. Also, signal attenuation due to buildings may produce a smaller coverage area, which will limit the interference factor.

All results shall be presented with a detailed explanation of at least the following:

- Technical characteristics of the proposed LPFM stations and corresponding full power FM stations (type of equipment, frequencies, coordinates, power level, antenna HAAT, antenna type, polarization, and radiation patterns).
- Type of receivers tested, number of receivers for each category, RF filtering characteristics, coordinates of receiver locations, and justification for selected test locations.
- Number of independent listeners for each test, high-quality recordings of tested radio programming for all radio receivers at each test location.
- Description of methodology for selecting independent listeners.
- Interference criteria used in the tests.
- Desired and undesired signal levels for each combination of antenna height and transmitter power level, for all test locations.
- Results from the independent listening tests, description of the reception quality and level of interference or signal degradation for each occurrence, including whether or not the listeners would turn to another channel because of the interference.

A.3 Opportunity for Public Comments

As part of the Field Test, the Contractor shall design and implement a methodology and procedures to facilitate, collect, and synthesize comments from the general public on interference that may or may not result from the Field Test, for each market in which the Field Test is conducted.

The Contractor shall employ appropriate forms of mass media, such as newspaper and radio advertisements, prior to, during, and immediately following testing in each market. The public announcements shall be designed to facilitate the general public's awareness of the:

- Tests being conducted
- Opportunity for the public to provide comments on any potential interference experienced
- Schedule for testing in the appropriate market
- Medium in which comments should be submitted
- Deadline for comments to be received

The Contractor shall collect, document, synthesize, and analyze all comments received. The Contractor's analysis of public comments shall consider issues such as:

- Identifying information, including date, time, and radio frequency station to which a respondent is referring, and the relationship to specific LPFM field tests
- Type of receiver
- Number of comments received relative to the population of each market
- Respondents' comments concerning the level of interference experienced in each market.

The findings shall be summarized (by field test) for each market. All public comments received shall be documented and included in the final report

A.4 Independent Audience Listening Test

As part of the Field Test, the Contractor shall design and execute an independent audience listening test to determine what is objectionable and harmful interference to the average radio listener. The Contractor shall present each broadcast test scenario to each test respondent. For each broadcast test scenario, the test respondents shall determine whether the interference (if any) is objectionable or harmful by choosing one of the following:

- Individual detected interference caused by the LPFM radio station and found it to be objectionable or harmful.
- Individual detected interference caused by the LPFM radio station but did not find it to be objectionable or harmful.
- Individual did not detect interference caused by the LPFM radio station.

In addition to choosing one of the above, the test respondent shall record whether or not he or she would change the channel to a different radio station because of the interference (if any).

Scenarios presented to the test respondents shall include reading services for the blind and FM radio translator services. For each broadcast test scenario, using a double-blind approach, the test respondents shall listen to the FM radio station without the LPFM station broadcasting and the FM radio station with the LPFM station broadcasting. The test respondents shall record the level of interference observed in each broadcast test scenario. The Contractor shall document the LPFM third-adjacent channel interference power measured in the field for all broadcast test scenarios.

A.4.1 Sample

The Contractor shall define the sampling universe and determine a sample size so the overall estimate of the percentage of individuals who found the interference objectionable or harmful has a confidence level of at least 90%. The Contractor shall select a sample large enough so that, even with refusals, the minimum confidence level is achieved.

The Contractor shall develop sampling groups within the universe to ensure the sample is representative of the full power FM station listening audience population. Potential groups shall be diverse with respect to demographic characteristics including, but not limited to, gender and age. The Contractor shall ensure a random sample of individuals to participate in the listening tests. The sampling method is at the discretion of the Contractor.

A.4.2 Data Collection Instrument

The Contractor shall develop a structured data collection instrument. The collection instrument shall include the following:

- Control information, including, but not limited to, site number and person number.
- Identification information based on the sampling groups, including, but not necessarily limited to, gender and age.
- Screening questions to determine the listener's hearing level.
- Questions to record the respondent's view of the interference, including whether or not the respondents would change to another station due to interference.

Questions are at the discretion of the Contractor. The Contractor shall design questions to provide the necessary input into the economic analyses.

A.4.3 Data Collection

The Contractor shall determine the data collection medium. Possible mediums may include, but are not limited to, pen-and-paper questionnaire, computerized questionnaire, and Internet-based questionnaire. Data collection shall be either self-enumeration or interview.

The Contractor shall determine the logistics for conducting the listening tests. Potential strategies include, but are not limited to:

- Collocate the independent audience listening tests and the field measurements. Respondents answer questions while measurements are being recorded.
- Use high quality recordings from the field test and conduct the listening tests at a remote facility.
- Use test equipment to monitor signal strengths and program content, and reproduce the conditions in a controlled environment.

The independent audience listening tests shall be conducted using a double-blind approach. The double-blind approach requires that the test respondents and those executing the test do not know the background of each broadcast test scenario. The Contractor shall, regardless of the strategy, produce high quality recordings and associated documentation of each test scenario and test location. The term "high quality" is intended to convey that any recording and/or playback

mechanism used to reproduce the FM audio from the field testing should not be a noticeable source of audio degradation. This is meant to ensure that any instances of "harmful or objectionable" interference that may be identified in the independent listener survey, are not the result of a shortcoming of the recording and/or playback mechanisms. Additionally, it will ensure that MITRE has very good record of the FM audio conditions created during field testing.

A.4.4 Data Processing

The Contractor shall electronically save all raw data. The raw data shall be included in or appended to the final report. The Contractor shall perform edits and analysis to ensure the validity of the data.

A.4.5 Findings

The Contractor, after completion of the listening tests, shall deliver an Interference Report documenting the findings for each broadcast test scenario. The Interference Report shall include clear traceability to each field scenario in which interference was identified, as well as a postulate as to the interference mechanism being encountered. The report shall also highlight proximity-based trends that appear in the data, and point to risks associated with modification or elimination of current minimum distance separation requirements. These results shall be input into the economic analyses.

The findings shall be presented in the LPFM report. For each listening scenario and test site, findings shall include the raw data, summarized sample data, and weighted sample data that represents the entire listening audience.

Attachment B—Economic Analysis Requirements

Section 632(b) of the Appropriations Bill HR 5548 requests "an evaluation of the impact of the modification of minimum distance separations for third-adjacent channels on (i) listening audiences; (ii) incumbent FM radio broadcasters in general, and on minority and small market broadcasters in particular, including an analysis of the economic impact on such broadcasters."

The objective of the Economic Analysis is to quantify the impact of any harmful interference to existing full power FM stations that may result from waiving third-adjacent channel distance separation requirements when granting licenses to low-power FM stations. The analysis shall also include the economic impact on minority and small market broadcasters.

The basis for the Economic Analysis shall be the findings from the field tests and independent audience listening tests. The various test parameters identified in Attachment A shall be addressed in conducting the economic impact analysis. These requirements include:

- Combinations of receiver and FM station locations in urban, suburban, and rural locations
- Radio program content
- Audio receiver equipment
- Test parameters
- LP 100 watt and LP 10 watt stations

As part of the Economic Analysis, the Contractor shall document, at a minimum, the following for each of the test areas identified:

- The number of existing FM radio stations affected by the introduction of LP100 or LP10 Service
- Current market size and share using commonly accepted primary rating service measures such as cumulative and average quarter hour share
- Current and historical advertising revenues
- Anticipated revenue losses based on projections of lost listeners due to interference from LPFM and FM receiving equipment chosen for the Field Tests
- Public cost of existing reception forfeiture, if such forfeiture were to be demonstrated

Based on the Economic Analysis and findings, the Contractor shall document, at a minimum, the following for the total FM market band affected by the introduction of LPFM:

- Projections for the number of existing FM radio stations affected by LPFM radio station (LP100 or LP10) interference
- Anticipated total revenue losses based on projections of lost market share due to interference
- Any public cost of existing reception forfeiture, if such forfeiture were to be demonstrated

Attachment D—Federal Acquisition Regulation (FAR) Flowdown Clauses

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, MITRE will make their full text available. The full text of a clause may be accessed electronically at: <http://www.arnet.gov/far/>

Clause	Title	Date
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.211-05	Material Requirements.	August 2000
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.215-14	Integrity of Unit Prices	October 1997
52.219-09	Small Business Subcontracting Plan	October 2000
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-03	Convict Labor	August 1996
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-29	Notification Of Visa Denial	February 1999
52.222-35	Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era	April 1998
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports On Disabled Veterans and Veterans of the Vietnam Era	January 1999
52.223-05	Pollution Prevention and Right-to-Know Information	April 1998
52.223-06	Drug Free Workplace	January 1997
52.223-10	Waste Reduction Program.	August 2000
52.223-14	Toxic Chemical Release Reporting	October 1996
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.229-03	Federal, State And Local Taxes	January 1991
52.229-04	Federal, State And Local Taxes (Noncompetitive Contract)	January 1991
52.229-05	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	April 1984
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.237-07	Indemnification and Medical Liability Insurance	January 1997
52.242-13	Bankruptcy	July 1995
52.244-05	Competition In Subcontracting	December 1996
52.245-01	Property Records	April 1984

Attachment E—SYNOPSIS OF ALLOWABLE TRAVEL EXPENSES

AIRLINE	Economy/Coach Class Accommodations						
TRAIN	First Class-Rail Accommodations (Maximum-parlor car by day, roomette overnight)						
GROUND TRANSPORTATION....	Taxi, Car Rental *, Personal Car **						
LODGING	Maximum allowable rate differs depending on location. Travel days are computed from midnight to noon, and noon to midnight. Invoices shall indicate the time the trip began and ended.						
MEALS AND INCIDENTALS	Maximum allowable rate differs depending on location. This includes meals and all incidental expenses. Incidental expenses are defined as: a) fees and tips to waiters and waitresses, porters, baggage carriers, bellhops, hotel maids, dining room stewards or stewardesses and hotel servants in foreign countries; b) laundry and cleaning and pressing of clothing; c) transportation between places of lodging or business and places where meals are taken; and d) telegrams and telephone calls necessary to reserve lodging accommodations. Per diem allowance claimed will be reduced by the following amounts for any meals provided while attending conferences, symposia, etc.: <table> <tr> <td>Breakfast</td><td>\$9.00</td></tr> <tr> <td>Lunch</td><td>\$9.00</td></tr> <tr> <td>Dinner</td><td>\$22.00</td></tr> </table>	Breakfast	\$9.00	Lunch	\$9.00	Dinner	\$22.00
Breakfast	\$9.00						
Lunch	\$9.00						
Dinner	\$22.00						

In instances when travel does not include an overnight stay, actual costs for meals will be reimbursed.

ORIGINAL RECEIPTS MUST ACCOMPANY ALL INVOICES FOR TRAVEL EXPENSES IN EXCESS OF \$75.00

* Rental car may be used:

- A. After reaching final destination by means of air or rail, or
- B. If it is the only mode of transportation reasonably available.

**Personal car may be used for:

- A. Transportation to and from the airport when traveling by air or to and from the station when traveling by rail.

- B. Local Travel (less than 100 miles round trip) is not reimbursable.
- C. If other means of transportation (air, rail etc.) are not reasonably available, an individual may elect to use a personal automobile for long distance travel (100 miles or more round trip). Reimbursement will be at 34.5 cents per mile plus road tolls with the total expenses not to exceed the economy/coach airfare.

***To determine the allowable per diem reimbursement for lodging and/or meals and incidentals when traveling on MITRE business, you may contact Karen Myers at (703) 883-5972 prior to departure.

Attachment F— REPRESENTATIONS AND CERTIFICATIONS

Name and Address of Offeror:

Business Classification:

- ☐ Large Business
- ☐ Small Business
- ☐ Small Disadvantaged Business
- ☐ Women Owned Business
- ☐ HUBZone Small Business

SIC Code:

Point of Contact:

Telephone Number:

Facsimile Number:

By signing below, the Offeror certifies, by and through its indicated representative, that all of the Representations and Certifications are accurate, current and complete.

Signature of Authorized Representative

Name and Title of Authorized Representative

Date

ELIGIBILITY

In furtherance of the provisions of Section 632(b)(2) of the Appropriations Act, the Contractor performing the tests described in the Statement of Work may not be associated with the Commission, may not have an existing or ongoing relationship with any LPFM applicant or facility in the test markets, may not have an existing or ongoing relationship with any radio broadcaster in any test market, and may not have participated directly as an applicant or financially interested party in MM Docket 99-25, Creation of Low Power FM.

CONFIDENTIALITY

1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively “the Contractor”), are restricted as to their use of non-public information concerning any matter relating to the contract work. Any such information that is made known to the Contractor by virtue of its work under this contract is deemed confidential/proprietary, and is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, and any other relevant claims of privilege from disclosure under the Freedom of Information Act. (Confidential information and/or proprietary data include non-public information to which the Contractor is given access by virtue of its work under the contract and which embody the types of information that are not or have not been generally known or available from other sources, or third parties, without obligation concerning their confidentiality.) It is the responsibility of the Contractor to preserve all such information in confidence. Any confidential/proprietary information relating to any aspect of this contract may not be discussed or shared, or otherwise exchanged within or outside of the Contractor’s organization, except as to those individuals assigned to or performing the contract work. Immediately upon contract award (if not already provided as part of the proposal process), the Contractor shall submit a list of assigned Contractor employees, subcontractors, consultants and/or representatives and obtain MITRE’s written consent to exchange confidential/proprietary information with them. The Non-Disclosure Agreement attached hereto as Attachment A must be executed before the dissemination of any such information. It is understood that MITRE, in accordance with its contract with the FCC is procuring its requirements from the Contractor under the explicit condition that it insure that its employees, subcontractors, consultants, representatives or any other individuals who have been approved in writing by the Contracting Officer to receive confidential/proprietary information, not engage in any discussions or otherwise exchange any information with anyone who has not executed a Non-Disclosure Agreement. The approval process described above applies to any individuals who may become associated with the contract effort following award.
2. All reports, information, discussions, procedures, and any other data that is collected or

results from the performance of this contract is considered confidential/proprietary information, and may not be disclosed or used by the Contractor at any time in any manner outside the performance of this contract without the prior written approval of MITRE. Requests to make such disclosure must be addressed in writing to the MITRE Subcontracts Manager. In the event the Contractor is issued a subpoena, court order, or similar request seeking information related to this contract, the Contractor will notify the MITRE Subcontracts Manager in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.

3. The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of MITRE. In addition, the Contractor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of MITRE. Requests to make such disclosure should be addressed in writing to the MITRE Subcontracts Manager.
4. All working papers, documents, photocopies, computer data and any other information of any kind collected, generated or received by the Contractor in connection with the contract work are the property of MITRE and shall be provided to it upon termination of the contract; *i.e.*, the date on which final payment by MITRE is made on the contract, or at such other time as may be requested by the MITRE Subcontracts Manager.
5. The prohibition on disclosure of the information described above is an ongoing obligation and does not terminate with completion of the contract work.

CONFLICT OF INTEREST

1. The Contractor is committed to providing high quality service to MITRE that is free from bias, personal and organizational conflicts of interest, or unprofessional conduct. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity with respect to any matter directly involving the subject matter of the contract with MITRE. The Contractor shall also refrain from providing services to any person or entity with respect to any matter indirectly relating to the subject matter of the contract with MITRE without first providing a detailed written explanation of the proposed services to be rendered and receiving the express written consent of the MITRE Subcontracts Manager in connection therewith. The Contractor further agrees that for a period of six (6) months following the termination date of the contract, it will not perform services for any individual or entity that may raise an actual or potential conflict of interest with respect to work performed for MITRE under this contract without first obtaining the written consent of the MITRE Subcontracts Manager. (The termination date is defined as the date on which final payment by MITRE is made on the contract.)

These provisions apply to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary data as provided in Paragraph A above.

2. During and after the period of contract performance, the Contractor agrees that it will not dispute the validity of, nor take positions inconsistent with, the work product generated for MITRE in connection with this contract. This provision applies to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary information as provided in Paragraph A.
3. The Contractor shall submit the following information to the MITRE Subcontracts Manager:
 - a. Name, address, and telephone number of any client of the Contractor, and a description of the services rendered, if, in the three years preceding the date of the solicitation, services were rendered to such client, public or private, relating directly or indirectly to the subject matter of the contract, specifically, or radio broadcasting generally. MITRE reserves the right to reject a proposal where, in the MITRE Subcontract Manager's discretion, the offeror's relationship to or involvement with any contract or radio broadcasting related matter may compromise the integrity or results of the study.
 - b. As further provided in Paragraph 4 below, the Contractor shall promptly report to the MITRE Subcontracts Manager any changes to the information provided in paragraph 3.a. which may occur during the course of contract performance
4. The Contractor has made inquiry and certifies that to the best of its knowledge and belief, no actual or potential conflict of interest exists with respect to the services to be provided in connection with this contract or that any actual or potential conflict that does or may exist has been communicated in writing to the MITRE Subcontracts Manager. The Contractor recognizes that the failure to mitigate or otherwise resolve any reported actual or potential conflicts to the satisfaction of MITRE may render it ineligible for award or, if necessary, subject to contract termination.
5. The Contractor agrees that if after award of the contract, it discovers an actual or potential conflict of interest, or that a new actual or potential conflict has arisen, it shall make an immediate and full disclosure in writing to the MITRE Subcontracts Manager of the nature of the conflict and the action which the Contractor has taken or proposes to take to eliminate or neutralize the conflict. The MITRE Subcontracts Manager may terminate the contract, in whole or in part, if he or she deems such termination to be in the best interest of MITRE. If the contractor was aware of a potential or actual conflict of

interest prior to award of this contract, or discovered an actual or potential conflict after award and intentionally did not disclose or misrepresented relevant information to the MITRE Subcontracts Manager, MITRE may terminate the contract for default.

The representations and certifications contained at FAR 52.212-3, Offeror Representations and Certifications – Commercial Items, are to be inserted in all subcontracts for commercial items. These representations and certifications include:

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent

of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- ☐ TIN:
- ☐ TIN has been applied for.
- ☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other .

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name

TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it _ is, _ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it _ is, _ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it _ is, _ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it _ is, _ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it _ is, _ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industries Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it _ is, _ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 – 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 – 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input checked="" type="checkbox"/> 251 – 500	<input checked="" type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 – 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 – 1000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small

disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous contracts and compliance.* The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act - Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program--Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
<input type="text"/>	<input type="text"/>

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate.* (Applies only if the clause at FAR 52.225-3, *Buy American Act - North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement-Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000).* If Alternate I to the clause at FAR 52.225-

3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products

Line Item No.:

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:	Country of Origin:
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:	Country of Origin:
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean

Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that --

- (1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of Provision)

Alternate I (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(10) to the basic provision:

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the proceeding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address _ is, _ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Alternate III (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) *HUB Zone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a HUB Zone small business concern listed, on the date of this representation, on the List of Qualified HUB Zone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUB Zone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUB Zone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUB Zone small business concern or concerns that are participating in the joint venture:_____.] Each HUB Zone small business concern participating in the joint venture shall submit a separate signed copy of the HUB Zone representation.

REPRESENTATIONS AND CERTIFICATIONS - Supplement (October 2000)

52.230-1 -- Cost Accounting Standards Notices and Certification (6/00)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. *Disclosure Statement* -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) *Check the appropriate box below:*

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____.

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____.

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. *Cost Accounting Standards* -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was

submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

(End of revision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

☐ (5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

☐ (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Where Disclosure

Cognizant ACO or Statement is

Federal Official to be Filed:

52.215-6 -- Place of Performance (10/97)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _ intends, _ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

52.215-7 -- Annual Representations and Certifications – Negotiation (10/97)

The offeror has *[check the appropriate block]*:

- ☐ Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ *[insert date of signature on submission]* that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows *[insert changes that affect only this proposal; if "none," so state]*:
- ☐ Enclosed its annual representations and certifications.

52.203-2 -- Certificate of Independent Price Determination (4/85)

(a) The offeror certifies that --

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision
 _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*;

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Attachment G—SUBCONTRACTING PLAN FOR SMALL, SMALL DISADVANTAGED AND SMALL WOMEN-OWNED BUSINESS CONCERNS

In accordance with the requirements of Public Law 95-507 and FAR Part 19.7, the following is _____'s Individual Subcontracting Plan for Solicitation Number KM02-001:

_____ establishes the percentage goals for the use of small business concerns as specified in Item 2. Goals are expressed in terms of percentages of total planned subcontracting dollars and include all anticipated direct subcontracts and a proportionate share of products and services that are normally allocated as indirect costs. Indirect costs are estimated based on historical data.

The table below summarizes _____'s planned small business subcontracting goals for the contract:

Contract Period	Total Planned Awards	SB Dollar Awards	SB Percentage Awards	SDB Dollar Awards	SDB Percentage Awards	WOSB Dollar Awards	WOSB Percentage Awards
Base Period							
Totals							

The principal types of supplies and services to be subcontracted under this Plan include: technical services and engineering support in accordance with the Subcontract Statement of Work.

The subcontracting goals in the table in Item 2 of this Plan were derived by analyzing the contract requirements to identify the scope and size of any available direct subcontracting opportunities, both technical services and related Other Direct Costs (ODCs), and combining this estimated value with the portion of allocable indirect costs. Historical data is used to estimate the indirect costs that are included in the goals.

_____ feels that the goals we have established for Small, SDB and WOSB participation is achievable

Potential sources for solicitation purposes are identified by reviewing existing _____ source lists, searching the Small Business Administration's PRONET, using the National Minority Purchasing Council Vendor Information Service, and SB/SDB/WOSB source information maintained by other Agencies such as the Department of Commerce. _____ relies on self-certification by vendor firms to the maximum extent possible. Under current regulations, _____ requires documentation of certification of SDB status by the SBA.

In order to establish the proportionate share of products and services allocated as indirect costs which were awarded to small, small disadvantaged and small women-owned businesses, _____ performs an analysis of subcontract awards at the end of each accounting year. Total indirect dollars spent with outside vendors are categorized by the vendors' business size and socioeconomic status. The amount spent by category is then divided by the total indirect dollars awarded by _____ for that accounting year. The resulting percentages are then applied to the actual indirect costs estimated for the contract (by contract period) to derive the pro rata apportionment of indirect costs by vendor size. The amount of these projected indirect subcontract awards are then added to the direct subcontracting opportunities to form the total goals for the contract.

_____ Small Business Administrator for administering this plan is:

Name
Address
Ph:
Fax:
Email

The duties of the plan administrator include the establishment of written policies for compliance with Small Business subcontracting; in conjunction with purchasing and subcontracts personnel, the identification and listing of potential Small Disadvantaged, Women-Owned and Small Business subcontractors; maintenance of records; the review of purchase orders and requisitions to ensure maximum practicable opportunities for small businesses; and the preparation of reports relating to the subcontract plan. Additional duties include the dissemination of information about, and referrals from, Small, Small Disadvantaged and Women-Owned Businesses, and representation of _____ at seminars, conferences, and trade fairs along with our procurement staff.

_____, under the direction of the Small Business Administrator, will work to ensure that Small, Small Disadvantaged and Women-Owned Small Business Concerns have an opportunity to compete for subcontracts by: (1) identifying potential subcontractors in _____'s and our sponsors' areas of interest; (2) maintaining a roster of potential subcontractors; (3) reviewing and approving subcontracts over \$10,000; (4) making known _____'s interests in potential subcontractors by means of participation in trade shows, seminars, mini-fairs, plant visitations, and other conferences; and (5) using sourcing services and referrals provided by organizations and Government Agencies including: the U.S. Small Business Administration's Procurement Network (PRONET); the New England Minority Purchasing Council; the Washington Minority Purchasing Council; and the Procurement Activity Center (PAC) at George Mason University. _____ also networks with procurement personnel of other prime contractors in order to obtain referrals.

_____ includes FAR Clause 52.219-9-8, "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns", in all subcontracts which offer further subcontracting opportunities, and will require all subcontractors (except Small Business concerns) who receive direct charge subcontracts in excess of \$5,000,000 to adopt a subcontracting plan in compliance with FAR clause 52.219-9 "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan".

_____ agrees to submit such periodic reports and cooperate in studies or surveys as may be required under the contract in order to determine the extent of compliance with this Subcontracting Plan. These reports include Standard Form (SF) 294, *Subcontracting Report for Individual Contracts* and SF295, *Summary Subcontracting Report*.

_____ will also ensure that its subcontractors agree to submit SF 294s and 295s.

_____ will maintain the following records to demonstrate the procedures adopted to comply with the requirements and goals set forth in this plan:

- (i) Source lists of Small, Small Disadvantaged and Small Women-Owned Business Concerns;
- (ii) Listings of organizations contacted for Small, Small Disadvantaged and Small Women-Owned Business sources;
- (iii) Records of subcontract solicitations resulting in an award of more than \$100,000 indicating:
 - (A) whether Small Business Concerns were solicited and if not, why not;
 - (B) whether Small Disadvantaged Business concerns were solicited and if not, why not; whether Small Women-Owned Business Concerns were solicited

and if not, why not; and if applicable, the reason award was not made to a small business concern.

- (iv) Records to support other outreach efforts, such as:
 - (A) contacts with trade associations,
 - (B) contacts with business development organizations, and Conferences and trade fairs to locate Small, Disadvantaged and Women-Owned Small Business and Small Disadvantaged Business sources.
- (v) Records of internal guidance and encouragement provided to buyers through workshops, seminars, training, etc., and monitoring performance to evaluate compliance with the program's requirements
- (vi) On a contract-by-contract basis, records to support award data submitted to the Government, including name, address and business size of each subcontractor.

The implementation of this Subcontracting Plan is being accomplished by means of _____'s basic Procurement Policies. These policies, established under _____'s Government-approved purchasing system, effectively implements subcontracting plans to the extent consistent with efficient contract performance. _____ will implement this plan by:

Assist small, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, deliverables and schedule so as to facilitate the participation by such concerns. Where _____'s lists of potential small business subcontractors are excessively long, _____ will make a reasonable effort to give all such small business concerns an opportunity to compete over time.

Provide adequate and timely consideration of the potentialities of small, SDB and WOSB in all outsourcing decisions.

Counsel and discuss subcontracting opportunities with representatives of small, SDB and WOSB firms.

Provide notice to subcontractors concerning the penalties and remedies for misrepresentation of business status as small, SDB or WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in _____'s subcontracting plan(s).

Arrange payment provisions so that small, SDB and WOSB subcontractors are paid within thirty (30) days of receipt of an acceptable invoice. This approach is consistent with the payment guidelines for subcontracts with small, small disadvantaged and women-owned businesses which are defined in FAR Part 19.702.

_____ will continue to work toward achievement of this goal through each of our Buyers and Subcontract Administrators aggressively exerting their best efforts towards making Small Disadvantaged Business awards through continuous utilization of periodicals, trade

fairs, and Small Disadvantaged Business directories to locate additional Small Disadvantaged Businesses which offer the commodities we require.

_____ has established a method of internal correspondence to discuss contractual obligations, problems, and, most importantly, Public Law 95-507, 99-661, Section 1207 and 100-180 Section 806 and the resultant repercussions should we not put forth our best efforts to achieve the goals of this Subcontracting Plan.

_____ 's has also assigned responsibility for adherence with its Small Business Program to a Small Business Liaison Officer (SBLO). _____ 's SBLO is responsible for the following functions:

Meeting periodically with each Vice President and Division General Manager (including appropriate staff) to explain the details and importance of Public Law 95-507.

Training Buyer and Subcontract personnel on how to use the PRONET system as well as vendor listings provided by the Minority Purchasing Councils of New England and Washington as well as other organizations.

Establishing a networking system with other major Prime Contractors for Small, SDB and Women-Owned Business referrals.

Representing _____ at regional and local trade shows.

Verifying that a qualified SDB or Women-Owned business had an opportunity to submit an offer on all subcontract or purchase actions where appropriate.

Responding to all inquiries from SDB's and Women-Owned Business concerns and invite them to meet _____ 's Buyers and Subcontract Administrators.

Establishing a program for qualifying Small, Small Disadvantaged and Women-Owned Business Concerns. This program will include a procedure for soliciting information to determine technical competence, business size, past performance data and cost information.

Upon request, _____ would be pleased to provide a copy of the most recent Government reviews of our Small Business Subcontracting Program. The most recent review by the U.S. Small Business Administration rated _____ 's Small Business program as "Good." Similarly, the Defense Contract Management Command (DCMC) has rated _____ 's program as "Satisfactory". _____ is confident that by continuing the proactive outreach program established during recent years, along with a continued emphasis on identifying and qualifying Small Disadvantaged Business concerns, the goals established in this Plan will be achieved during this contract.

Company Name:

Signature:

Typed Name:

Title:

Date:

ATTACHMENT H - To be completed at contract award

NON-DISCLOSURE AGREEMENT

I, _____, as an employee/subcontractor/consultant/representative of _____ (Contractor), operating under the terms and conditions of Contract No. _____ with The MITRE Corporation, understand that during the course of performing duties relating to such contract or subcontract, I may be furnished or provided access to non-public information that is the property of, submitted for review or evaluation by, or collected or results from the performance of the contract between _____ (Contractor) and MITRE, and that such confidential/proprietary information shall be used only as directed. I certify that I will not disclose any non-public information to any Contractor employees nor to any non-contractor personnel except those who have been authorized in writing by MITRE to receive such information and who have executed the same or similar Non-Disclosure Agreement. This agreement shall not be assigned, delegated nor any right or duty hereunder be transferred to any other individual or organization. I understand that the prohibition on disclosure of the protected information is an ongoing obligation and does not terminate with completion of the contract work.

CONFLICT OF INTEREST

In connection with performance of my work under or relating to this contract, I agree to abide by provisions contained in the contract's Conflict of Interest clause. I further agree that I will not will not dispute the validity of, nor take positions inconsistent with, the work product generated for MITRE in connection with this contract.

Signature	Printed Name	Date
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Title

Company	Address
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Witness	Printed Name	Date
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